

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029**

**SUBJECT:** Review of ownership documents: 12/07/2011  
Gulla Well Site  
  
Cannonsburg, Washington County, PA

**FROM:** Carlyn Winter Prisk, Investigator *awp*  
Office of Enforcement (3HS62)

**TO:** File

**I. Parcel 460-004-00-00-0001-00**

**A. Current ownership**

Washington County tax parcel 460-004-00-00-0001-00, comprised of 140.77 acres, more or less, in Cannonsburg/Mt. Pleasant ("the Property"), is currently owned by Range Resources Appalachia, LLC ("RRA"). (Exhibits 1, 3)

The Property was conveyed to RRA by Ronald J. Gulla and Laurel Gulla, his wife, by Special Warranty Deed dated December 30, 2010 and recorded as Instrument 201041731 on December 30, 2010. RRA paid Mr. and Mrs. Gulla \$1.52 million for the Property. The conveyance from the Gullas to RRA came after RRA filed a civil action in the Washington County Court of Common Pleas, Civil Action No. 9331-2007, seeking enforcement of a real estate contract pursuant to which the Gullas were obligated to transfer title of the Property to RRA. On December 27, 2010, the Court Ordered the Gullas to execute the Special Warranty Deed transferring title in the Property to RRA. (Exhibits 2, 3)

**B. Prior Ownership**

On April 19, 1990, Audre R. Lewis conveyed the Property to Ronald J. Gulla by deed recorded at Book 2404, Page 593. (Exhibit 4)

On June 22, 1977, Cecelia Darcy and Patrice Darcy and Charles F. Swihert conveyed the Property to Fred J. Lewis and Audre R. Lewis by deed recorded at Book 1761, Page 340. (Exhibit 22)

On January 16, 1968, George Vartanian and Mary Vartanian conveyed the Property to John J. Darcy, Jr., and Cecelia Darcy by deed recorded at Book 1251, Page 1157. (Exhibit 23)

On August 11, 1959, John Mgrdichan and Anna Mgrdichan conveyed the Property to George Vartanian and Mary Vartanian by deed recorded at Book 1054, Page 627. (Exhibit 24)

On January 5, 1921, Robert F. Bell and Lina E. Bell conveyed the Property to John Mgrdichan and Anna Mgrdichan by deed recorded at Book 489, Page 237. (Exhibit 25)

On June 23, 1917, Joseph W. Hervey conveyed the Property to Robert F. Bell by deed recorded at Book 444, Page 636. (Exhibit 26)

On April 1, 1911, Nettie Cowden conveyed 9.07 acres of the Property to Joseph Hervey by deed recorded at Book 385, Page 207. (Exhibit 27)

On October 5, 1853, David McKee conveyed 131.7 acres of the Property to James Hervey by deed recorded at Book U5, Page 124. (see, Exhibit 26)

### **C. Oil and Gas Leases**

#### **1. George W. Reed**

On June 2, 1886, James M. Hervey granted a five (5) year lease to George W. Reed, to extract oil and gas from the Property. (Exhibit 15) The lease was intended to continue as long as oil and gas were produced in "paying quantities." The lease is recorded at Book 136, Page 175.

#### **2. A.A. Rowe**

On March 3, 1916, James M. Hervey granted two twenty (20) year leases to A.A. Rowe, to extract oil and gas from the Property and adjacent land. (Exhibits 16 and 17) The leases were intended to continue as long as oil and gas were produced in "paying quantities." The lease is recorded at Book 438, Pages 186 and 188.

#### **3. Lawrence Fuel Supply Company**

On January 29, 1929, John A. Mgrdichan and Mary E. Mgrdichan granted a one (1) year lease to Lawrence Fuel Supply Company to extract oil and gas from the Property. (Exhibit 19) The lease was intended to continue as long as oil and gas were produced in "paying quantities." The lease is recorded at Book 561, Page 73

#### **4. Tri-State Gas Company**

On October 12, 1937, John A. Mgrdichan and Mary E. Mgrdichan granted a two (2) year lease to Tri-State Gas Company to extract oil and gas from the Property. (Exhibit 20) The lease was intended to continue as long as oil and gas were produced in "paying quantities." The lease is recorded at Book 619, Page 234.

5. John T. Stoliker

On November 19, 1971, John and Cecelia Darcy granted a ten (10) year lease to John T. Stoliker to extract oil and gas from the Property. (Exhibit 21) The lease was intended to continue as long as oil and gas were produced in "paying quantities." The lease is recorded at Book 1355, Page 380.

6. Independent Exploration Company

On January 26, 1981, Audre Lewis granted a five (5) year lease to Independent Exploration Company to extract oil and gas from the Property. (Exhibit 22) The lease was intended to continue as long as oil and gas were produced in "paying quantities." The lease is recorded at Book 2019, Page 201.

7. Great Lakes Energy Partners, LLC

On March 26, 2002, Mr. Gulla granted a seven (7) year lease ("2002 Lease") to Great Lakes Energy Partners, LLC ("GLEP") "for the purpose of exploring for...,drilling, operating, producing, and removing oil, gas and their constituents thereof, and to transport [oil and gas] by pipelines or otherwise across and through said lands...and of placing of tanks equipment, roads and structures" on the Property. The Memorandum of Lease is recorded as Instrument 200224441 on July 5, 2002 (Exhibit 5) and again as Instrument 200227340 on July 31, 2002. (Exhibit 6) The Lease itself is not recorded.

On May 30, 2005, the 2002 Lease was corrected to reflect Mr. Gulla's status as a single man and Mr. Gulla ratified the 2002 Lease by document recorded as Instrument 200519459 on July 5, 2005. (Exhibit 7) Also on May 30, 2005, Mr. Gulla filed an Affidavit on Nonproduction and Nonpayment of Rentals and Royalties certifying that he was aware of existing leases impacting the Property and had not received any delay rentals or royalties<sup>1</sup>. Mr. Gulla further agreed not to accept any delay rentals or royalties. (Exhibit 8)

The 2002 Lease was again amended on September 19, 2005 and recorded as Instrument 200538483 on November 17, 2005. (Exhibit 10).

On May 18, 2007, GLEP designated the Property as part of the "Gulla Unit." (Exhibit 11) The Declaration of Pooling<sup>2</sup> and Unitization was recorded as Instrument 200728292 on

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<sup>1</sup> A delay rental is consideration paid to the lessor by a lessee to extend the terms of an oil and gas lease in the absence of operations and/or production that is contractually required to hold the lease. This consideration is usually required to be paid on or before the anniversary date of the oil and gas lease during its primary term, and typically extends the lease for an additional year. Nonpayment of the delay rental in the absence of production or commencement of operations will result in abandonment of the lease after its primary term has expired. (Exhibit 28)

<sup>2</sup> The accumulation of smaller tracts of land, the sum total acreage of which are required for a governmental agency to grant a well permit or assign a production quota or allowable to an operator. (Exhibit 9).

October 10, 2007. The Gulla Unit was amended and expanded on August 25, 2010 by Instrument 201033300 on October 22, 2010. (Exhibit 14)

**D. Oil and Gas Rights-of-Way and Easements**

On August 31, 2007, Mr. Gulla granted a right-of-way to GLEP for construction of a pipeline. (Exhibit 12) The right-of-way is recorded as Instrument 200717587 on October 12, 2007. On that date, Mr. Gulla also granted an easement to GLEP for construction and operation of a natural gas compressor station on the Property. (Exhibit 13) The Easement for Compressor Station was recorded as Instrument 200730567 on November 1, 2007.

**E. Other Rights of Way and Easements**

None identified.

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General Parcel Information

**PARCEL NUMBER: 460-004-00-00-0001-00**

Deed Book - Page: 201041731

**NAME:** RANGE RESC APPALACHIA LLC  
**ADDRESS:** 380 SOUTHPONTE BLVD STE 300  
 CANONSBURG PA 15317  
**LOCATION:** 29 GULLA LN HICKORY  
**DISTRICT:** 460 (MT PLEASANT)  
**PROPERTY TYPE:** Agriculture (Tillable & Other)  
**DESCRIPTION:** LAND 141 AC @ C&G  
 HSE 1 STY VINYL

**DATE OF LAST SALE**  
12/30/2010

**SELLING PRICE**  
\$1,520,000.00

### Assessment Information

YEAR	CODE	LAND	BUILDING	TOTAL
2012	1	4,537	6,165	10,702
2011	1	4,537	6,165	10,702
2010	1	4,537	6,165	10,702

### Billing History

Year	Control	Billed	Date	Due @ Face
2011	46011-1/0	\$266.48	1/3/2011	\$0.00
2010	46010-1/0	\$266.48	1/4/2010	\$0.00
2009	46009-1/0	\$229.02	1/2/2009	\$0.00
2008	46008-1/0	\$229.02	1/2/2008	\$0.00
2007	46007-1/0	\$229.02	1/2/2007	\$0.00
2006	5408792	\$224.44		\$0.00
2005	5408385	\$212.32		\$0.00
2004	5408121	\$212.32		\$0.00
2003	5407931	\$173.63		\$0.00
2002	5407869	\$168.16		\$0.00
2001	5407877	\$155.88		\$0.00
2000	5407796	\$155.88		\$0.00
1999	5407893	\$165.72		\$0.00
1998	5407885	\$165.72		\$0.00
1997	5407915	\$165.72		\$0.00
1996	5407834	\$165.72		\$0.00
1995	5407923	\$143.94		\$0.00
1994	5407958	\$143.94		\$0.00
1993	5407907	\$143.94		\$0.00
1992	5507723	\$134.47		\$0.00
1991	5507677	\$134.47		\$0.00
1990	5510252	\$134.47		\$0.00
1989	5510015	\$116.47		\$0.00



R0004J51

WCR003312

IN THE COURT OF COMMON PLEAS OF  
WASHINGTON COUNTY, PENNSYLVANIA

RANGE RESOURCE-APPALACHIA, LLC

Plaintiff

v.

RONALD J. GULLA and  
LAUREL GULLA, his wife,

Defendants

CIVIL ACTION

NO. 9331, 2007

PRAECIPE FOR LIS PENDENS

TO THE PROTHONOTARY:

Please enter the above civil action as a Lis Pendens against the premises described on Exhibit "A" hereto. I hereby certify that this civil action involves the specific enforcement of a real estate contract pursuant to which Defendants are obligated to transfer title to the subject premises to the Plaintiff.

Robert W. Lambert, Esq.  
Lambert & Martineau  
1001 Philadelphia St.  
Indiana, PA 15701  
Pa.I.D. 19808  
724-349-2440  
Attorneys for Plaintiff

FILED

07 NOV 26 AM 11:30

PROTHONOTARY  
WASHINGTON CO. PA

from the record

ATTEST:

PROTHONOTARY (CL)

PHYLLIS RANKO MATHENY, PROTHONOTARY  
My Term Expires First Monday in January, 2012

ORIGINAL



EXHIBIT "A"

ALL that tract or parcel of land situate in Mount Pleasant Township, Washington County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone, corner of tract hereby conveyed, land now or formerly of Leaman McCarrell Estate and land now or formerly of J.G. Simpson Estate; thence by land now or formerly of Simpson Estate, South 39° 15' East, 231 feet to a stake; thence South 38° 30' West, 214 feet to a white oak stump; thence South 34° 45' East, 660 feet to land now or formerly of Joseph W. Harvey; thence by same, South 28° 13' East, 607.7 feet; thence South 23° 12' East, 389.2 feet to a post; thence South 01° 44' East, 139 feet; thence South 08° 33' East, 231.7 feet to an iron wood; thence South 23° 04' East, 848 feet; thence South 82° 28' West, 387 feet to an elm; thence North 04° 06' East, 31.6 feet to a post; thence North 80° 43' West 69.5 feet; thence South 06° 20' West 53 feet to a white oak; South 24° 45' West, 746 feet to a line on land now or formerly of Miller Heirs land; thence by said Miller Heirs, North 79° 15' West 113 feet to a hickory; thence by land of said Miller Heirs and land now or formerly of J.F. McDowell Heirs, North 88° 30' West, 1202 feet; thence by land now or formerly of said McDowell Heirs, North 89° 40' West, 709 feet to corner of land now or formerly of Joseph McDowell, thence by land now or formerly of said Joseph McDowell, North 87° West, 200 feet; thence North 77° 13' West, 258 feet to a white oak stump, corner of land now or formerly of Leaman McCarrell Estate; thence by same North 30° 45' East, 4139 feet to the place of beginning.

CONTAINING 140.77 acres, more or less, according to survey made by William Wylie, dated May 26, 1917.

TOGETHER with the free and uninterrupted use, liberty and privilege of passing in and along a certain strip of ground 16 feet wide for a private driveway in common with Joseph W. Harvey, his heirs and assigns, the center line of which strip is situate as follows:

BEGINNING at a point at the center of the gate on the western side of the public road leading from Burgettstown to Canonsburg; thence South 72° 30' West, 108.5 feet to a point; thence South 77° 15' West 484.5 feet to a point on line of R.F. Bell Farm, which point is located South 23° 04' East, 408.5 feet from an iron wood on said Bell line.

UNDER AND SUBJECT to exceptions, reservations, conditions, restrictions, easements, rights of way, etc. as contained in the record chain of title or as may be visible on the premises.

BEING the same premises title to which became vested in to Ronald J. Gulla by deed of Audre R. Lewis, unmarried, dated April 19, 1990, and recorded in the Washington County Recorder of Deeds Office at Deed Book Volume 2402, Page 593.

## Real Estate Tax Information

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General Parcel Information

PARCEL NUMBER: 460-004-00-00-0001-00

Deed Book - Page: 2404-0593

NAME: GULLA RONALD J 58700  
ADDRESS: 29 GULLA LN  
HICKORY PA 15340  
LOCATION: 29 GULLA LN HICKORY  
DISTRICT: 460 (MT PLEASANT)  
PROPERTY TYPE: Agriculture (Tillable & Other)  
DESCRIPTION: LAND 141 AC @ C&G  
HSE 1 STY VINYL

DATE OF LAST SALE  
4/19/1990

SELLING PRICE  
\$155,000.00

## Assessment Information

YEAR	CODE	LAND	BUILDING	TOTAL
2010	1	4,537	6,165	10,702
2009	1	4,537	6,165	10,702
2008	1	4,537	6,165	10,702

DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
200906434

RECORDED ON  
Mar 17, 2009  
9:36:10 AM

Total Pages: 3

RECORDING FEES \$25.00  
TOTAL PAID \$25.00

INV: 392105 USER: JF





20006K03 WCP/10/12

## **SPECIAL WARRANTY DEED**

Made the 30<sup>th</sup> day of December, 2010.

Between RONALD J. GULLA and LAUREL GULLA, husband and wife, of Washington County, Pennsylvania,

hereinafter referred to as the "Grantors",

and

RANGE RESOURCES - APPALACHIA, LLC, a Delaware limited liability company, with offices located at 380 Southpointe Boulevard, Suite 300, Canonsburg, Pennsylvania 15317,

hereinafter referred to as "Grantee".

*Witnesseth, that the Grantors, for One Million Five Hundred and Twenty Thousand and 00/100 Dollars (\$1,520,000.00) and other valuable consideration paid, hereby Give, Grant, Bargain, Sell, Convey, Transfer, and Assign with special warranty covenants, to the said Grantee, its successors and assigns:*

ALL that certain parcel of land situate in Mount Pleasant Township, Washington County, Pennsylvania being bound and described as follows:

BEGINNING at a stone, corner of tract hereby conveyed, land now or formerly of Leaman McCarrell Estate and land now or formerly of J.G. Simpson Estate; thence by land now or formerly of Simpson Estate, South 39° 15' East, 231 feet to a stake; thence South 38° 30' West, 214 feet to a white oak stump thence South 34° 45' East, 660 feet to land now or formerly of Joseph W. Hervey; thence by same South 31° west, 25 feet to an iron wood tree; thence by same, South 28° 13' East, 607.7 feet; thence South 23° 12' East; 389.2 feet to a post; thence South 01° 44' East, 139 feet; thence South 08° 33' East, 231.7 feet to an iron wood; thence South 23° 04' East, 848 feet; thence South 82° 28' West, 387 feet to an elm; thence North 04° 06' East, 31.6 feet to a post; thence North 80° 43' West, 69.5 feet; thence South 06° 20' West, 53 feet to a white oak; South 24° 45' West, 746 feet to a line on land now or formerly of Miller Heirs land; thence by said Miller Heirs, North 79° 15' West, 153 feet to a hickory, thence by land of said Miller Heirs and land now or formerly of J.F. McDowell Heirs, North 88° 30' West, 1202 feet; thence by land now or formerly of said McDowell Heirs, North 89° 40' West, 709 feet to corner of land now or formerly of Joseph McDowell, thence by land now or formerly of said Joseph McDowell, North 87° West, 220 feet; thence North 77° 13' West, 258 feet to a white oak stump, corner of land now or formerly of

Leaman McCarrell Estate, thence by same North 30° 45' East, 4139 feet to the place of beginning.

CONTAINING 140.77 acres, more or less, according to survey made by William Wylie, dated May 26, 1917.

TOGETHER with the free and uninterrupted use, liberty and privilege of passing in and along a certain strip of ground 16 feet wide for a private driveway in common with Joseph W. Hervey, his heirs and assigns, the center line of which strip is situate as follows:

BEGINNING at a point at the center of the gate on the western side of the public road leading from Burgettstown to Cannonsburg; thence South 72° 30' West, 108.5 feet to a point; thence South 77° 15' West 484.5 feet to a point on line of R.F. Bell Farm, which point is located South 23° 04' East, 408.5 feet from an iron wood on said Bell line.

UNDER AND SUBJECT to exceptions, reservations, conditions, restrictions, easements, rights of way, etc. as contained in the record chain of title or as may be visible on the premises.

BEING the same premises title to which became vested in Ronald J. Gulla by deed of Audre R. Lewis, unmarried, dated April 19, 1990, and recorded April 19, 1990 in the Washington County Recorder's Office at Deed Book 2404 Page 593.

Known as Tax Parcel ID # 460-004-0000-0001-00.

THE GRANTORS HEREIN STATE THAT THE HEREIN ABOVE DESCRIBED PROPERTY IS NOT PRESENTLY BEING USED FOR THE DISPOSAL OF HAZARDOUS WASTE, NOR TO THE BEST OF THEIR KNOWLEDGE, INFORMATION AND BELIEF HAS IT EVER BEEN USED FOR THE DISPOSAL OF HAZARDOUS WASTE. THIS STATEMENT IS MADE IN COMPLIANCE WITH THE SOLID WASTE MANAGEMENT ACT, ACT OF JULY 7, 1980, P.L. 380, 35 P.S. § 6018.101, ET SEQ.

*With the appurtenances: To Have and To Hold the same unto and for the use of the said Grantee, its successors and assigns forever.*

*Grantors do hereby covenant and Specially warrant unto said Grantee, and Grantee's successors and assigns, that at the time of the delivery of this deed, the Grantors were lawfully seized in fee simple of the granted real property, that the real property is free from all encumbrances, that the Grantors have good right to sell and convey the same to the Grantee, the Grantee's successors and assigns, and that the Grantors do Specially warrant and do hereby agree to defend the same to the Grantee and the Grantee's heirs, assigns or successors, forever, against the lawful claims and demands of all persons.*


NOTICE--THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE

ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Witness the hands and seals of the said parties of the first part.

WITNESSES:

\_\_\_\_\_

  
PHYLLIS RANKO MATHENY  
WASHINGTON COUNTY PROTHONOTARY  
SIGNING IN LIEU OF RONALD J. GULLA AND  
LAUREL GULLA PURSUANT TO ORDER  
DATED DECEMBER 27, 2010

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 § 1.

WITNESS:

RANGE RESOURCES - APPALACHIA, LLC

\_\_\_\_\_

By: 

Exhibit

IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY, PENNSYLVANIA

RANGE RESOURCES-APPALACHIA,  
LLC,

Plaintiff,

v.

RONALD J. GULLA and  
LAUREL GULLA, his wife

Defendants.

No. 9331-2007

**ORDER GRANTING MOTION  
FOR JUDICIAL CONVEYANCE  
OF PROPERTY PURSUANT TO 21  
P.S. § 53**

**ORDER GRANTING MOTION FOR JUDICIAL CONVEYANCE OF PROPERTY**

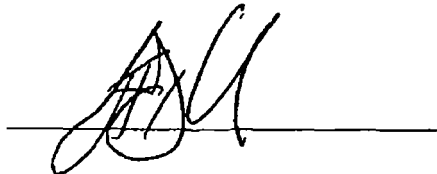
AND NOW, this 27<sup>th</sup> day of December, 2010, upon consideration of plaintiff's Motion for Judicial Conveyance of Property, the Motion is hereby Granted. It is further Ordered and Decreed that:

1. Ronald J. Gulla and Laurel Gulla shall transfer the property described in the Special Warranty Deed attached to this Order, by executing the Special Warranty Deed attached to this Order ~~on or before December 29, 2010, and~~ *immediately; and* *RG*

2. Range Resources shall pay to Ronald J. Gulla and Laurel Gulla \$1,520,000 in exchange for the property, without prejudice to its right to later seek damages against the Gullas for losses caused by the Gullas' delay in closing; and

3. *INasmuch as Defendant Ronald J. Gulla has stated in Court that he shall not comply with*  
~~If the Gullas do not comply with paragraph 1 of this Order, the Prothonotary shall~~ *RG*  
execute the Special Warranty Deed attached to this Order on December 30, 2010, to be acknowledged in open court, pursuant to 21 P.S. § 53, and Range Resources shall pay \$1,520,000 into escrow.

BY THE COURT:

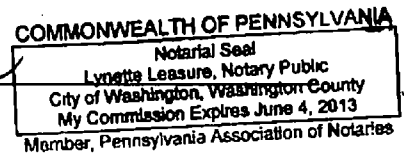


Commonwealth of Pennsylvania :  
: SS  
County of WASHINGTON :

On this the 30TH day of DECEMBER, 2010, before me, a notary public, the undersigned officer, personally appeared PHYLLIS RANKO MATHENY, WASHINGTON COUNTY PROTHONOTARY, SIGNING IN LIEU OF RONALD J. GULLA and LAUREL GULLA PURSUANT TO ORDER DATED DECEMBER 27, 2010, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

  
Notary Public



### Certificate of Residence

I do hereby certify that Grantee's precise residence is 380 Southpointe Boulevard, Suite 300, Canonsburg, PA 15317.

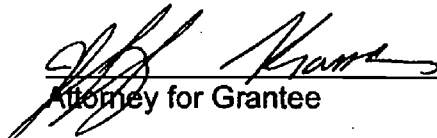
DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
201041731

RECORDED ON  
Dec 30, 2010  
1:19:36 PM  
Total Pages: 5

TATE REALTY \$15,200.00  
EES  
RECORDING FEES \$65.50  
CHODOL REALTY \$7,600.00  
EES  
OCAL REALTY \$7,600.00  
EES  
TOTAL PAID \$30,465.50

W: 464404 USER: BM

  
Attorney for Grantee

GENERAL WARRANTY DEED

RECORDED  
WASHINGTON COUNTY, PA.

90 APR 19 PM 4:04

*Wm A. Hunsicker*

RECORDER OF DEEDS

## This Deed

006275



MADE the 19th day of April in the  
year Nineteen hundred and Ninety

BETWEEN AUDRE R. LEWIS, unmarried, of Cannonsburg, Washington  
County, Pennsylvania, - - - - - grantor, and

RONALD J. GULLA of Washington County, Pennsylvania, - - - - - grantee;

WITNESSETH, That in consideration of One Hundred Fifty-Five Thousand  
and 00/100 Dollars (\$155,000.00) in hand paid, the receipt whereof is  
hereby acknowledged, the said grantor does hereby grant and convey  
to the said grantee, ALL that tract or parcel of land situate in Mount  
Pleasant Township, Washington County, Pennsylvania, bounded and  
described as follows:

BEGINNING at a stone, corner of tract hereby conveyed, land now or  
formerly of Leaman McCarrell Estate and land now or formerly of J. G.  
Simpson Estate; thence by land now or formerly of Simpson Estate,  
South 39° 15' East, 231 feet to a stake; thence South 38° 30' West,  
214 feet to a white oak stump; thence South 34° 45' East, 660 feet to  
land now or formerly of Joseph W. Hervey; thence by same South 31°  
West, 25 feet to an iron wood tree; thence by same, South 28° 13'  
East, 607.7 feet; thence South 23° 12' East, 389.2 feet to a post;  
thence South 01° 44' East, 139 feet; thence South 08° 33' East, 231.7  
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South 06° 20' West, 53 feet to a white oak; South 24° 45' West, 746  
feet to a line on land now or formerly of Miller Heirs land; thence  
by said Miller Heirs, North 79° 15' West, 153 feet to a hickory;  
thence by land of said Miller Heirs and land now or formerly of J. F.  
McDowell Heirs, North 88° 30' West, 1202 feet; thence by land now or

formerly of said McDowell Heirs, North 89° 40' West, 709 feet to corner of land now or formerly of Joseph McDowell; thence by land now or formerly of said Joseph McDowell, North 87° West, 220 feet; thence North 77° 13' West, 258 feet to a white oak stump, corner of land now or formerly of Leaman McCarrell Estate; thence by same North 30° 45' East, 4139 feet to the place of beginning.

CONTAINING 140.77 acres, more or less, according to survey made by William Wylie, dated May 26, 1917.

TOGETHER with the free and uninterrupted use, liberty and privilege of passing in and along a certain strip of ground 16 feet wide for a private driveway in common with Joseph W. Hervey, his heirs and assigns, the center line of which strip is situate as follows:

BEGINNING at a point at the center of the gate on the western side of the public road leading from Burgettstown to Canonsburg; thence South 72° 30' West, 108.5 feet to a point; thence South 77° 15' West 484.5 feet to a point on line of R. P. Bell Farm, which point is located South 23° 04' East, 408.5 feet from an iron wood on said Bell line.

UNDER AND SUBJECT to exceptions, reservations, conditions, restrictions, easements, rights of way, etc. as contained in the record chain of title or as may be visible on the premises.

BEING the same property conveyed to Fred J. Lewis and Audre R. Lewis, his wife, by deed of Cecelia A. Darcy, unmarried, Patrice M. Swihart and Charles J. Swihart, her husband, and recorded on June 22, 1977 in the Recorder of Deeds' Office of Washington County in Deed Book 1761, at Page 340. The said Fred J. Lewis died December 10, 1977, whereupon title vested solely in Audre R. Lewis.

AND THE SAID Audre R. Lewis, unmarried, grantor will warrant generally the property hereby conveyed.

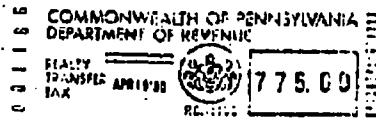
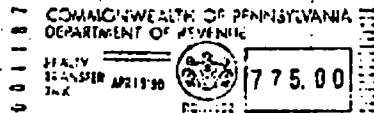


IN WITNESS WHEREOF, the said grantor has hereunto set  
her hand and seal, the day and year first above written.

Sealed and delivered  
in presence of

John Alspaugh

Audre R. Lewis (SEAL)  
Audre R. Lewis



APR 19 1990 19  
\$1550 - LOCAL REALTY TRANSFER TAX PAID  
PER David D. Henderson  
REALTY TRANSFER TAX COLLECTOR

(If the Grantor has not certified there is such a right of support, the Grantee should note the following.)

# NOTICE

Grantee (hereinafter, whether one or more, called "Grantee") hereby agrees that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

ATTEST:

John A. Wedger

Ronald J. Gulla  
RONALD J. GULLA

NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 258, approved September 16, 1988.)

STATE OF PENNSYLVANIA: SS:  
COUNTY OF WASHINGTON:

On this, the 19<sup>th</sup> day of April, 1990, before me,  
a Notary Public, the undersigned officer, personally appeared  
Audra R. Lewis, unmarried.

known to be (or satisfactorily proven to be) the person whose  
name is subscribed to the within instrument, and acknowledged that  
she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



NOTARY PUBLIC  
CYNTHIA D. SKRZYSZEWSKI  
COMMISSION EXPIRES 12/17/92

Cynthia D. Skrzyszewski  
Notary Public

12/17/92

My Commission Expires:

I hereby certify that the precise residence of the grantee within named is:

RD 1, Box 232  
McCarrell Road  
Elkory, PA 15340

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated this 26 day of MARCH, 2002, by and between Ronald J. Gulla of 29 Gulla Lane, Hickory, PA. 15340 hereinafter called Lessor (whether one or more), and GREAT LAKES ENERGY PARTNERS, L.L.C., whose address is 125 State Route 43, Hartsville, Ohio 44632-0550 hereinafter referred to as "LESSEE".

### WITNESSETH:

1. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid and to be paid by Lessee to Lessor and in further consideration of the rents reserved and the covenants and conditions more particularly set forth in a certain lease between Lessor and Lessee dated \_\_\_\_\_, 2002 (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

North By: \_\_\_\_\_  
East By: \_\_\_\_\_  
South By: \_\_\_\_\_  
West By: \_\_\_\_\_  
Tax Map #: 480-004-00-00-0001-00

Containing 141.0000 acres and located in Mt. Pleasant Township, Washington County, Commonwealth of Pennsylvania, (hereinafter referred to as the "Premises") for the purpose of exploring for (including but not limited to, conducting seismic surveys), drilling, operating, producing and removing oil, gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas and their constituents from the Premises, and of placing of tanks, equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the Premises at all times for the aforesaid purposes. Title to the Premises was conveyed to Lessor by deed recorded in Volume/Book 2404, Page 0593 in the Washington County Records.

2. TO HAVE AND TO HOLD the Premises for a term commencing MARCH 26, 2002 and terminating seven (7) years thereafter, and so much longer thereafter as oil or gas or their constituents are produced or are capable of being produced on the Premises in paying quantities, or as the Premises shall be operated by Lessee in the search of oil or gas and as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

3. The rental, covenants, provisions and conditions of the within Memorandum of Lease shall be the same as the rental, covenants, provisions and conditions set forth in the Lease to which rental, covenants, provisions and conditions reference is hereby made and the same are hereby incorporated by reference as though fully written herein.

4. In the event the Lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum of Lease shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

5. This Memorandum of Lease is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum of Lease shall not have the effect of in any way modifying, supplementing or abridging the Lease or any of its provisions as the same or now or may hereafter be in force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written.

WITNESS:

Debra D. Smith  
Print Name: Debra D. Smith

Print Name: \_\_\_\_\_

LESSOR:

Ronald J. Gulla  
Ronald J. Gulla

Print Name: \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 )SS:  
COUNTY OF WASHINGTON Butler )

Before me, a Notary Public in and for said county and state personally appeared the above named Ronald J. Gulla who acknowledged to me that he did execute the foregoing instrument and that the same is his free act and deed for the purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Butler County, PA this 26<sup>th</sup> day of MARCH, 2002.

Debra D. Smith  
Notary Public

My Commission Expires:

Notarial Seal  
Debra D. Smith, Notary Public  
Cranberry Twp., Butler County  
My Commission Expires June 15, 2003  
Member, Pennsylvania Association of Notaries

This Instrument prepared by:

Great Lakes Energy Partners, L.L.C.  
125 State Route 43  
P.O. Box 550  
Hartsville, OH 44632-0550

Washington County, PA - Phase 2

DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
200224441

RECORDED ON  
Jul 05, 2002  
1:12:22 PM

RECORDING FEE	\$13.50
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT FUND	\$3.00
STATE WRIT TAX	\$0.50
TOTAL	\$19.00

INV: 128654 USER: JF

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated this 26 day of March, 2002, by and between Ronald J. Gulla of 29 Gulla Lane, Hickory, PA. 15340 hereinafter called Lessor (whether one or more), and GREAT LAKES ENERGY PARTNERS, L.L.C., whose address is 125 State Route 43, Hartsville, Ohio 44632-0860 hereinafter referred to as "LESSEE".

### WITNESSETH:

1. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid and to be paid by Lessee to Lessor and in further consideration of the rents reserved and the covenants and conditions more particularly set forth in a certain lease between Lessor and Lessee dated March 26, 2002 (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

North By: \_\_\_\_\_  
East By: \_\_\_\_\_  
South By: \_\_\_\_\_  
West By: \_\_\_\_\_  
Tax Map #: 480-004-00-0001-00

Containing 141.0000 acres and located in Mt. Pleasant Township, Washington County, Commonwealth of Pennsylvania, (hereinafter referred to as the "Premises") for the purpose of exploring for (including but not limited to, conducting seismic surveys), drilling, operating, producing and removing oil, gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas and their constituents from the Premises, and of placing of tanks, equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the Premises at all times for the aforesaid purposes. Title to the Premises was conveyed to Lessor by deed recorded in Volume/Book 2404, Page 0593 in the Washington County Records.

2. TO HAVE AND TO HOLD the Premises for a term commencing March 26, 2002 and terminating seven (7) years thereafter, and so much longer thereafter as oil or gas or their constituents are produced or are capable of being produced on the Premises in paying quantities, or as the Premises shall be operated by Lessee in the search of oil or gas and as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

3. The rental, covenants, provisions and conditions of the within Memorandum of Lease shall be the same as the rental, covenants, provisions and conditions set forth in the Lease to which rental, covenants, provisions and conditions reference is hereby made and the same are hereby incorporated by reference as though fully written herein.

4. In the event the Lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum of Lease shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

5. This Memorandum of Lease is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum of Lease shall not have the effect of in any way modifying, supplementing or abridging the Lease or any of its provisions as the same or now or may hereafter be in force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written.

WITNESS:

Deborah A. Smith  
Print Name: Deborah A. Smith

LESSOR:

Ronald J. Gulla  
Ronald J. Gulla

Print Name: \_\_\_\_\_

DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania  
INSTRUMENT NUMBER  
200227340  
RECORDED ON  
JUL 31, 2002  
2:16:00 PM  
RECORDING FEES \$13.50  
COUNTY IMPROVEMENT FUND \$2.00  
RECORDER IMPROVEMENT FUND \$3.00  
STATE MORTGAGE TAX \$0.50  
TOTAL \$19.00  
LW: 132185 USER: TV

371080020

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

)

)SS:

COUNTY OF ~~WASHINGTON~~ Butler

)

Before me, a Notary Public in and for said county and state personally appeared the above named Ronald J. Gulla who acknowledged to me that he did execute the foregoing instrument and that the same is his free act and deed for the purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Butler County, PA this 26<sup>th</sup> day of MARCH, 2002.

Debra D. Smith

Notary Public

My Commission Expires:

Notarial Seal  
Debra D. Smith, Notary Public  
Cranberry Twp., Butler County  
My Commission Expires June 15, 2003  
Member, Pennsylvania Association of Notaries

This instrument prepared by:

Great Lakes Energy Partners, L.L.C.  
125 State Route 43  
P.O. Box 550  
Hartsville, OH 44632-0550

Washington County, PA - Phase 2

## RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the undersigned by Great Lakes Energy Partners, L.L.C., a Delaware limited liability company, the present owner of all or a portion of the lands covered by that certain Memorandum of Oil and Gas Lease executed by Ronald J. Gulla to Great Lakes Energy Partners, L.L.C., dated March 26, 2002, which was recorded at Instrument #200227340, of the Washington County Records, and covering the following described real estate, to-wit:

Situated in Mt. Pleasant Township, Washington County, Pennsylvania, and containing 140.77 acres, more or less (Map # 460-004-00-00-0001-00);

Whereas, the above Oil and Gas Lease did not set forth the marital status of Ronald J. Gulla, Lessor, and Lessee desires to correct the granting clause of said Oil and Gas Lease to state that Ronald J. Gulla is single.

The undersigned does hereby ratify and confirm said Oil and Gas Lease in every respect and does hereby grant, demise, lease, and let the above described lands for the purposes stated in said Oil and Gas Lease to Great Lakes Energy Partners, L.L.C. subject to and together with all of the rights and conditions as therein set forth, and the undersigned does further direct Great Lakes Energy Partners, L.L.C., its successors and assigns, to pay or tender all delay rentals or royalties which may be paid under the terms of said Lease to the undersigned in accordance with the undersigned's respective interest in said Lease.

Dated this 30<sup>th</sup> day of May, 2005.

DEBORAH BAKDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
200519459  
RECORDED ON  
JUL 05, 2005  
1:51:47 PM  
Total Pages: 1

LESSOR:

Ronald J. Gulla  
Ronald J. Gulla

RECORDING FEES \$19.00  
TOTAL \$19.00

### ACKNOWLEDGEMENT

INV: 264832 USER: JF  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Washington ) SS:

On this the 30<sup>th</sup> day of May, 2005, before me, a Notary Public, personally appeared Ronald J. Gulla, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

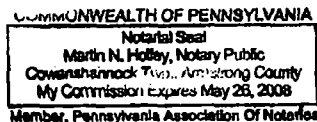
IN WITNESS WHEREOF, I hereunto set my hand and official seal

[Signature]  
Notary Public

My commission expires: 5/26/2008

This instrument prepared by:  
Great Lakes Energy Partners, L.L.C.  
P.O. Box 550  
Hartsville, OH 44632

Lse: 37-125-0220/Gulla  
Well name: Gulla Unit #1 (510017-010)





724-356-7387

will call around

6:30 PM

5-24-05

# **AFFIDAVIT OF NONPRODUCTION AND NONPAYMENT OF RENTALS AND ROYALTIES**

COMMONWEALTH OF PENNSYLVANIA )

) SS:

COUNTY OF WASHINGTON )

Ronald J. Gulla, single being first duly sworn, deposes and says that he is the owner of the following described premises, to wit: Being 140.77 acres, more or less, Map No 460-004-00-00-0001-00, located in Mt. Pleasant Township, Washington County, Pennsylvania, as further acquired in Deed recorded in Volume 2404, Page 593.

Affiant further states that Affiant is advised that the records in the recorder's office indicated that the above-described premises were leased for oil and gas purposes as follows:

1. Oil and Gas Lease from James M. Hervey to George W. Reed dated June 2, 1886, and recorded in Volume 136, Page 575. Term is five years and so much longer as oil or gas is produced in paying quantities.
2. Oil and Gas Lease from Joseph W. Hervey to A.A. Rowe dated March 3, 1916, and recorded in Volume 438, Page 188. Term is twenty years and so much longer as oil or gas is produced in paying quantities.
3. Oil and Gas Lease from Joseph W. Hervey to A.A. Rowe dated March 3, 1916, and recorded in Volume 438, Page 186. Term is twenty years and so much longer as oil or gas is produced in paying quantities.
4. Oil and Gas Lease from John A. & Mary E. Mgrdichan to Lawrence Fuel Supply Company dated January 28, 1929, and recorded in Volume 561, Page 73. Term is one year and so much longer as oil or gas is produced in paying quantities.
5. Oil and Gas Lease from John A. & Mary E. Mgrdichan to Tri-State Gas Company dated October 12, 1937, and recorded in Volume 619, Page 234. Term is two years and so much longer as oil or gas is produced in paying quantities.
6. Oil and Gas Lease from John & Cecelia Darcy to John T. Stoliker dated November 19, 1971, and recorded in Volume 1355, Page 380. Term is ten years and so much longer as oil or gas is produced in paying quantities.
7. Oil and Gas Lease from Audre Lewis to Independent Exploration Company dated January 26, 1981, and recorded in Volume 2019, Page 201. Term is five years and so much longer as oil or gas is produced in paying quantities.

DERONAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
200519456

RECORDED ON

JUL 05, 2005

1:51:44 PM

Total Pages: 2

RECORDING FEES \$21.00  
TOTAL \$21.00

INV: 264882 USER: JF

Affiant further states that Affiant is not currently receiving delay rentals or royalties from the above Lessees or their successors and assigns, and that Affiant would refuse to accept payment of delay rentals or royalties under said Leases if they were offered.

Affiant further states that there are no active wells drilled on the land under the Leases as above referred to and that said Leases are null and void.

Dated as of the 30th day of May, 2005.

Ronald J. Gulla  
Ronald J. Gulla

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Washington )

SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named Ronald J. Gulla who acknowledged to me that he did execute the foregoing instrument and that the same is his free act and deed for the uses and purposes therein set forth.

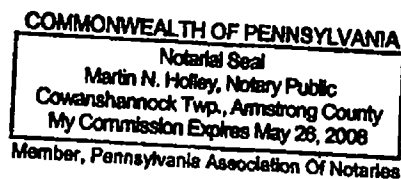
In testimony whereof, I hereunto set my hand and affixed my official seal at \_\_\_\_\_ this 30th day of May, 2005.

[Signature]  
Notary Public

My commission expires: 5/26/08

This instrument prepared by:  
Great Lakes Energy Partners, L.L.C.  
125 State Route 43, P.O. Box 550  
Hartsville, OH 44632

Lse #: 37-125-0220/Gulla  
Well name: Gulla Unit #1 (510017-010)



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# Schlumberger

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## Oilfield Glossary

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All Disciplines

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G	H	I	J	K	L	M
N	O	P	Q	R	S	T
U	V	W	X	Y	Z	All

### Resource Links

- ✦ [Oilfield Services](#)
- ✦ [Oilfield Review](#)
- ✦ [Curve Mnemonic Dictionary](#)
- ✦ [Schlumberger Excellence in Educational Development](#)

### Tools

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- ✦ [E-mail glossary@slb.com](mailto:glossary@slb.com)

### Credits & Administration

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## delay rental

### 1. n. [Oil and Gas Business]

ID: 11413

Consideration paid to the lessor by a lessee to extend the terms of an oil and gas lease in the absence of operations and/or production that is contractually required to hold the lease. This consideration is usually required to be paid on or before the anniversary date of the oil and gas lease during its primary term, and typically extends the lease for an additional year. Nonpayment of the delay rental in the absence of production or commencement of operations will result in abandonment of the lease after its primary term has expired.

See: [oil and gas lease](#), [primary term](#), [secondary term](#)

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF WASHINGTON )

WHEREAS, on the 26 day of MARCH, 2002, RONALD J. GULLA, as Lessor, and Great Lakes Energy Partners, L.L.C., as Lessee, entered into an Oil and Gas Lease covering 141.000000 acres of land, more or less, situated as Tax Parcel(s) 460-004-00-00-0001-00 in MOUNT PLEASANT TWP Township, WASHINGTON County, Pennsylvania, said lease being recorded at Instrument No. 0200224441 of the records of said County and State (the "Lease"); and

**NOW THEREFORE**, in consideration of the above premises and the mutual benefits inuring to the parties hereto the parties hereby agree as follows:

- For the same consideration, the undersigned hereby recognize, adopt, ratify and confirm the Lease, as herein amended, as being in full force and effect and the undersigned hereby further grant, lease and let exclusively unto the present Lessee, its successors and assigns, the rights described herein. Except as hereby amended, the terms and conditions of the Lease shall remain as originally written.


DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

RECORDED ON  
Nov 17, 2005  
9:15:45 AM  
Total Pages: 2

INV: 278430 USER: JF

Ronald J. Gulla  
RONALD J GULLA

LESSEE:  
GREAT LAKES ENERGY PARTNERS, L.L.C.

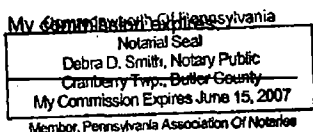
By:   
Mark A. Acree  
Vice President - Land

# ACKNOWLEDGEMENTS

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Butler ) SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named RONALD J GULLA, who acknowledged to me that he/she/they did execute the foregoing instrument and that the same is his/her/their free act and deed for the uses and purposes therein set forth.

In testimony whereof, I hereunto set my hand and affixed my official seal at \_\_\_\_\_  
this 19<sup>th</sup> day of September, 2005.



Debra D. Smith  
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
STATE OF OHIO ) SS:  
COUNTY OF PORTAGE )

Before me, a Notary Public in and for said county and state, personally appeared the above named WILLIAM A CAPOUILLEZ who acknowledged to me that he did execute the foregoing instrument ~~on behalf of the corporation~~ and that the same is his free act and deed for the uses and purposes therein set forth.

In testimony whereof, I hereunto set my hand and affixed my official seal at Hartsville  
Ohio this 2nd day of November, 2006

My commission expires:



Stephanie L. Rollins  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 05/03/10

Stephanie L. Rollins  
Notary Public

STATE OF OHIO )  
COUNTY OF PORTAGE ) SS:

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mark A. Acree, as Vice President - Land of Great Lakes Energy Partners, L.L.C., known to me to be the person and fiduciary whose name is subscribed to the foregoing instrument, and who acknowledged to me that the same was the free act and deed of said Great Lakes Energy Partners, LLC, and that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office the 2nd day of November, 2006

My commission expires:



Stephanie L. Rollins  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 06/03/10

Stephanie L. Rollins  
Notary Public

This instrument prepared by:  
Great Lakes Energy Partners, L.L.C.  
125 State Route 43  
Hartsville, OH 44632

Great Lakes Energy Lease # 371250220

**GULLA UNIT  
DECLARATION OF POOLING AND UNITIZATION**

DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania  
INSTRUMENT NUMBER  
200728292  
RECORDED ON  
JUN 10, 2007  
1:19:19 AM  
Total Pages: 3  
RECORDING FEES  
L PAID \$9.00  
245792 USER: PM

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Great Lakes Energy Partners, L.L.C., a Delaware limited liability company, whose mailing address is P.O. Box 550 Hartville, Ohio 44632, is the owner (to the extent necessary to execute this instrument) of the oil and gas leases covering lands in Mount Pleasant Township, Washington County, Pennsylvania, as scheduled on Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, the leases are valid and subsisting.

NOW, THEREFORE, Great Lakes Energy Partners, L.L.C., acting pursuant to and under the pooling provisions of each of the oil and gas leases described on Exhibit "A", does by this act and by these presents hereby pool, combine, and unitize said leases to form a drilling and production unit, INsofar AND ONLY INsofar as said leases cover, affect, and pertain to any part of the lands included within that certain 412.32 acre unit depicted on Exhibit "B" attached hereto and made a part hereof, so as to form a single operating unit for the drilling, development and production of oil and/or natural gas, INsofar AND ONLY INsofar as said leases cover, affect, and pertain to those formations between the top of the Genesee and the top of the Helderberg.

The royalty distribution for said pooled unit shall be as set forth on Exhibit "A" attached hereto and made a part hereof.

This instrument is executed for the purpose of placing the same of record in Washington County, Pennsylvania, to the end that all parties in interest may be duly notified of the creation of the unit hereinabove described in accordance with the terms and provision of said leases.

IN WITNESS WHEREOF, this instrument is executed on this 18th day of May, 2007.

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: 

Mark A. Acree, Vice President - Land

STATE OF OHIO

:SS:

COUNTY OF PORTAGE:

On this 18th day of May, 2007, before me, the undersigned officer, personally appeared Mark A. Acree, who acknowledged himself to be the Vice President of Land for GREAT LAKES ENERGY PARTNERS, L.L.C., a Delaware limited liability company, and that he as such Vice President of Land being authorized to do so, executed the foregoing instrument for the purpose herein contained by signing the name of the corporation by himself as Vice President of Land.

  
Notary Public

This Instrument Prepared By:  
GREAT LAKES ENERGY PARTNERS, L.L.C.  
125 St. Rt. 43, P.O. Box 550  
Hartville, Ohio 44632-0550  
400021312  
ap



Kelly S. Lanier  
Notary Public, State of Ohio  
My Commission Expires  
6/29/2009

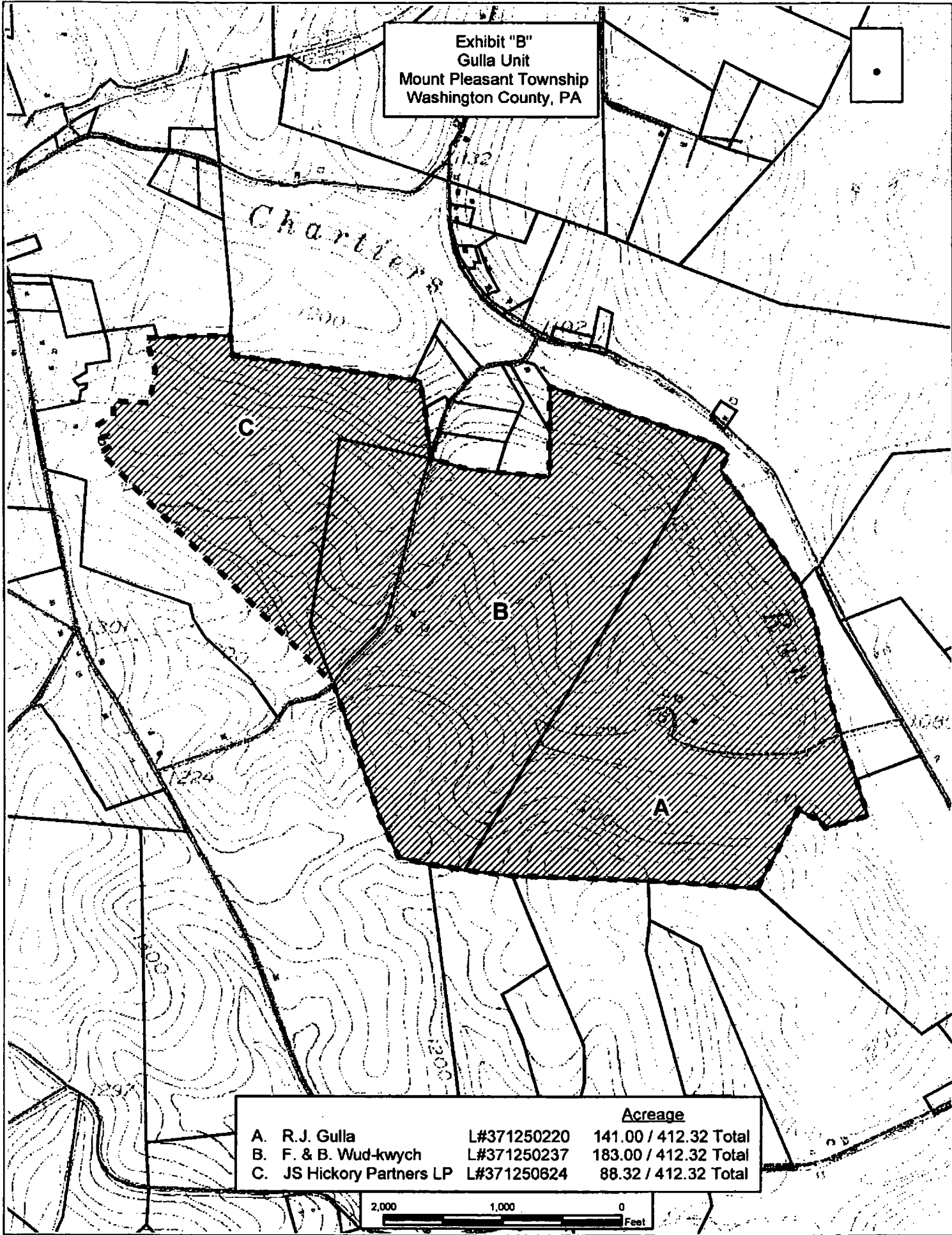
**EXHIBIT "A"**

<u>LEASE NAME</u>	<u>LEASE DATE</u>	<u>BOOK &amp; PAGE</u>	<u>ACRES ON LEASE</u>	<u>ACRES IN UNIT</u>	<u>ROYALTY PARTICIPATION</u>
Ronald J. Gulla (37-125-0220) Parcel #460-004-00-00-0001-00	3/26/02	Inst. #200227340	141.0	141.0	141.0/412.32
Frank Wudkwyh & Barbara Wudkwyh (37-125-0237) Parcel #460-005-00-00-0006-00	3/1/02	Inst. #200224442	183.0	183.0	183.0/412.32
J S Hickory Partners, L.P. (37-125-0624) Parcel #460-005-01-00-0009-00	1/17/06	Inst. #200601883	136.363	<u>88.32</u>	88.32/412.32

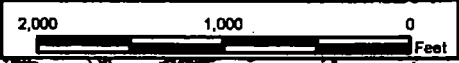
**Total Unit Acreage: 412.32**



Exhibit "B"  
Gulla Unit  
Mount Pleasant Township  
Washington County, PA



Acreage			
A.	R.J. Gulla	L#371250220	141.00 / 412.32 Total
B.	F. & B. Wud-kwyh	L#371250237	183.00 / 412.32 Total
C.	JS Hickory Partners LP	L#371250624	88.32 / 412.32 Total





## RIGHT OF WAY AGREEMENT

THIS AGREEMENT (this "Agreement") made this 31 day of Aug, 2007, by and between Ronald R. Gulls, Married having an address at 29 Gunite Lane, Hartsville, PA 17340, hereinafter called "Grantor" (whether one or more) and GREAT LAKES ENERGY PARTNERS, L.L.C., whose mailing address is 125 State Route 43, P.O. Box 550, Hartville, Ohio 44632, phone: (330) 877-6747, hereinafter called the "Grantee".

WITNESSETH, For and in consideration of the sum of One Dollar (\$1.00) to Grantor in hand paid, the receipt of which is hereby acknowledged, and the promise to pay Grantor, its successors and assigns, additional consideration to be paid upon completion of construction of any pipeline based upon the total length of final measurement thereof, Grantor does hereby grant, sell and convey unto GREAT LAKES ENERGY PARTNERS, L.L.C., its successors and assigns, the perpetual and exclusive right to:

1. locate, survey, construct, inspect, operate, protect, repair, alter, remove or abandon, change the size of (anywhere within the property defined below), establish, lay, install, test, substitute, renew, reconstruct and/or restore one or more pipelines for transporting gas with associated fluids, or other substances that can be transported through pipelines, and other necessary appurtenances including, but not limited to valves, drips, measuring equipment, electrical and communications lines,
2. perform necessary pre-construction work; and
3. have ingress to and egress from the right-of-way area by means of existing or future roads and other routes on the Property (as defined below) and any adjoining lands;

across, on, under and through Grantor's land located in the Township of MT Pleasant, County of Washington, Commonwealth of Pennsylvania, and are bounded and described as follows:

On the North by the lands of: B. Hantz  
On the East by the lands of: Harvey  
On the South by the lands of: Devitis  
On the West by the lands of: Widwuch

Property tax or parcel identification number(s): 460-004-00-00-0001-00 being all the property owned by Grantor or to which the Grantor may have any rights in said Section/Lot/District or adjoining Sections/Lots/Districts, containing 140 acres, more or less, and being more particularly described in that certain deed dated 19 April 1990, recorded in Deed Book 2404, Page 693, and/or Instrument Number           , in the office of the Recorder of Deeds of said County and State (the "Property").

Grantee shall have the right to change the location of an installed pipeline and permanent right-of-way area as may be necessary or advisable as the result of any conditions or events beyond its control, such as coal mining activities, ground slips, floods, road construction or relocation, or the like.

Said pipeline(s) shall be buried, at the request of said Grantor, so as not to interfere with the cultivation of the land, and said Grantee shall pay reasonable damages which, if any, may arise to crops, fences, buildings, and drain tile from laying, operating, maintaining, repairing, replacing and removing said pipeline(s). Any damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor(s), one by the Grantee, and a third by the two so appointed, and the award of such three persons shall be final and conclusive; each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Grantee is further granted the right from time to time to lay an additional pipeline or pipelines alongside of, or to connect with, the first pipeline or another pipeline as herein provided. Grantee has the right to change the size of and replace any pipeline; damages, if any, to crops, buildings, drain tile and fences in making such change or replacement to be paid by the Grantee. The Grantor hereby warrants and agrees to defend the title to the premises and also releases any and all rights of dower.

RW371250186

Grantor may fully use and enjoy the Property, except for Grantee's rights under this Agreement. However, Grantor shall not change the depth of cover in the right-of-way area without written consent of Grantee and shall not place or permit to be placed any obstruction on or over said right-of-way, including but not limited to buildings, mobile homes, pavilions, shelters, storage units, trees, pools, etc., which in the opinion of the Grantee would be considered an obstruction; and further, Grantor shall not cause the inundation of the right-of-way by water (excluding seasonal irrigation).

All payments hereunder may be made to Grantor by check made payable to the order of and mailed and delivered to Summa as above, who is hereby authorized to receive and receipt for the same.

It is understood that this grant contains and expresses all the agreements and obligations of the Grantee in regard to the subject matter hereof and no covenant, agreement or obligation not expressed herein shall be imposed upon the Grantee; and this grant shall be binding upon the Grantor and Grantee and shall inure to benefit of their respective heirs, personal representatives, successors and assigns.

**STATUTORY COAL NOTICE.** THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed the day and year first written, intending to be legally bound hereby.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Ronald E. Beck, Notary Public  
City Of Washington, Washington County  
My Commission Expires April 18, 2011  
Member, Pennsylvania Association of Notaries

WITNESSES:

GRANTOR:

Ronald S. Gulla  
Ronald S. Gulla

GRANTEE:

Great Lakes Energy Partners, L.L.C.

By: Mark A. Acree  
Name: Mark A. Acree  
Title: Vice President - Land

### INDIVIDUAL ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Washington ) SS:  
)

On this, the 31 day of Aug, 2007 before me  
Ronald E. Beck the undersigned  
officer, personally appeared Ronald S. Gulla  
known to me (or satisfactorily proven) to be the person whose name  
he/she/they subscribed to the within instrument, and acknowledged that he/she/ they executed the  
same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Ronald E. Beck  
Notary Public

My commission expires: 2011

This instrument was prepared by:  
GREAT LAKES ENERGY PARTNERS, L.L.C.  
125 State Route 43, P. O. Box 550  
Hartsville, Ohio 44632

l:\qstdform\stdforms\parow.doc

PLEASE RETURN TO:  
GREAT LAKES ENERGY PARTNERS, L.L.C.  
125 STATE ROUTE 43  
P.O. BOX 550  
HARTVILLE, OH 44632

**CORPORATION ACKNOWLEDGEMENT**

STATE OF OHIO )  
 ) SS:  
COUNTY OF PORTAGE )

On this the 8th day of October, 2007, before me, Jamie Luli, the undersigned officer, personally appeared Mark A. Acree, who acknowledged himself to be the Vice President-Land of Great Lakes Energy Partners, L.L.C., a limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as Vice President-Land.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:



DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER

**200728698**

RECORDED ON

**Oct 12, 2007**

**3:47:16 PM**

Total Pages: 3

RECORDING FEES \$34.00

TOTAL PAID \$34.00

INW: 346200 USER: JF

PREPARED BY AND RETURN TO:  
GREAT LAKES ENERGY PARTNERS, L.L.C.  
125 STATE ROUTE 43  
PO BOX 550  
HARTVILLE OH 44632

# EASEMENT FOR COMPRESSOR STATION



For and in consideration of one dollar (\$1.00) and other valuable consideration to Grantor in hand paid, the receipt and sufficiency of which is hereby acknowledged, Ronald J Gulla

29 Gulla Lane  
Hickory Pk 15340

hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto Great Lakes Energy Partners, L.L.C., a Delaware limited liability company, of 125 State Route 43, Hartville, OH 44632, hereinafter referred to as Grantee, its heirs, successors and assigns, the right and easement in and to the tract of land hereinafter described for the exclusive use and occupancy thereof for the purpose of erecting and constructing thereon, and thereafter operating and maintaining a natural gas compressor station together with all fixtures and appurtenances used in connection therewith on lands situated in Lot/Section 46-04, MT Pleasant Township, Washington County, Ohio, Pa containing 1.40 acres, more or less, and bounded and described as follows: 1 year

NORTH: Bilhamte  
EAST: Harvey  
SOUTH: Deutis  
WEST: Wadswicks

Expressly limited to the area depicted on Exhibit "A" attached hereto and made a part hereof.

Tax Parcel ID# 460-00-00-0001-00 - 460-004-00-00-0001-00  
Together with the right of ingress and egress thereto across adjacent lands owned by Grantor. The Grantee shall have the right to fence and enclose said facility, and all other rights and benefits necessary or convenient for the full enjoyment and use thereof. Grantee shall pay to Grantor the reasonable value of any damages which may arise to crops or fences from the construction, installation, maintaining, altering, repairing, removing and replacing of its facilities.

To have and to hold the same unto Grantee, its successors and assigns for so long as Grantee continues to utilize the said premises for the herein described purposes. Upon Grantee's abandonment of said premises, as evidenced by the Grantee's removal of all of its equipment thereon, this Easement and all rights granted hereby shall terminate.

IN WITNESS WHEREOF, this instrument is executed this 31 day of Aug  
2000. 2007

Signed and acknowledged:  
in the presence of:

GRANTORS:

(Print Name) \_\_\_\_\_

(Print Name) Ronald J Gulla

(Print Name) \_\_\_\_\_

(Print Name) \_\_\_\_\_

COMMONWEALTH  
STATE OF OHIO Pa :  
 : SS  
COUNTY OF Washington :

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Ronald E. Beck, Notary Public  
City Of Washington, Washington County  
My Commission Expires April 19, 2011  
Member, Pennsylvania Association of Notaries

Before me, a Notary Public in and for said County and State, personally appeared the above named Ronald J. Gulla who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

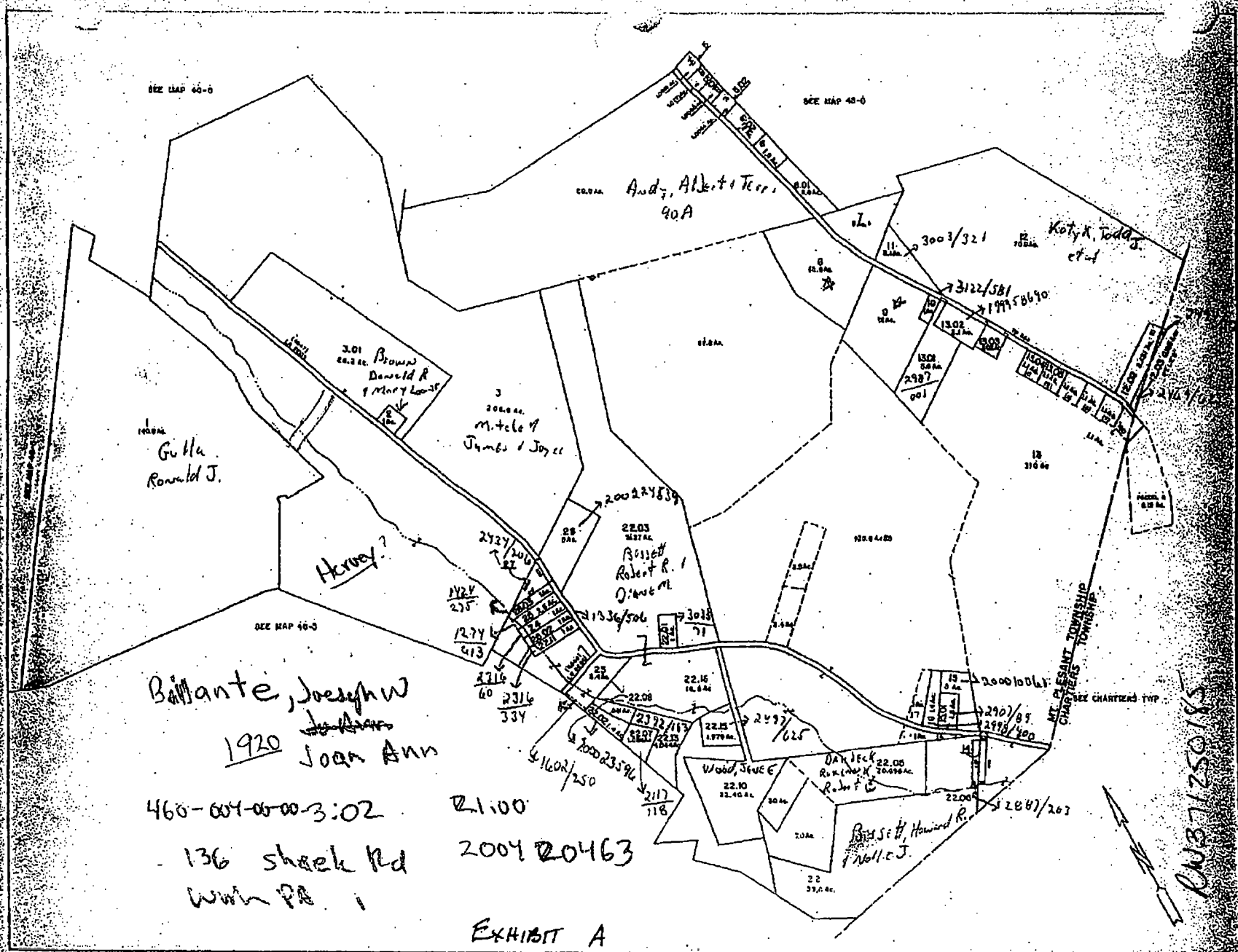
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Hickory  
this 31 day of Aug, 2007.

Ronald E Beck  
Notary Public

My Commission Expires:  
2011

RW31250185  
PLEASE RETURN TO:  
GREAT LAKES ENERGY PARTNERS, LLC  
125 STATE ROUTE 43  
P.O. BOX 590  
HARTVILLE, OH 44632

THIS INSTRUMENT PREPARED BY:  
Great Lakes Energy Partners, L.L.C.  
125 State Route 43, P.O. Box 590  
Hartville, OH 44632



ЕХНІВТ А

REAL PROPERTY MAP  
MT. PLEASANT TOWNSHIP  
WASHINGTON COUNTY  
PENNSYLVANIA

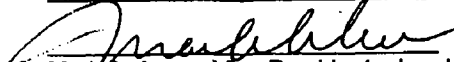
REVISIONS		BY	DATE
1			
2			
3			
4			
5			

C:\P\10-20-77 INVOYDC 0-10

MAP NO.  
46-43

**GRANTEE**

Great Lakes Energy Partners, L.L.C.

  
Mark A. Acree, Vice President - Land

**CORPORATION ACKNOWLEDGEMENT**

**STATE OF OHIO**

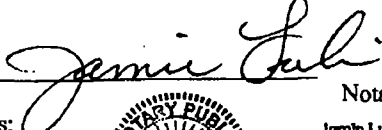
:  
: SS  
:

**COUNTY OF PORTAGE**

On this, the 8<sup>th</sup> day of October, 2007 before me  
Jamie Lull, the undersigned officer, personally  
appeared Mark A. Acree, who acknowledged himself to be the Vice President, Land of  
Great Lakes Energy Partners, L.L.C., a corporation, and that he as such Vice President,  
Land, being authorized to do so, executed the foregoing instrument for the purposes  
therein contained by signing the name of the corporation by himself as Vice, President,  
Land.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:



Notary Public



Jamie Lull  
Notary Public, State of Ohio  
My Commission Expires  
July 10, 2011

This instrument was prepared by and return to  
GREAT LAKES ENERGY PARTNERS, L.L.C.  
125 State/ Route 43, P. O. Box 550, Hartsville, Ohio 44632  
Rev: 02/21/2001

DERORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
200730567

RECORDED ON  
Nov 01, 2007  
2:23:00 PM

Total Pages: 3

RECORDING FEES \$29.00  
TOTAL PAID \$29.00

IN: 348084 USER: RH





**DESIGNATION OF UNIT  
GULLA UNIT AMENDED**

COMMONWEALTH OF PENNSYLVANIA }  
 }SS  
COUNTY OF WASHINGTON }

KNOW ALL MEN BY THESE PRESENTS on this the 26<sup>th</sup> day of August, 2010:

RANGE RESOURCES - APPALACHIA, LLC, ("Range") being the owners of valid and subsisting oil, gas and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas and mineral leases cover and affect the land and depths described on Exhibit "A", do, by virtue of the authority conferred by the terms of such oil, gas and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine and unitize said oil, gas and mineral leases, the leasehold rights, overriding royalty and royalty interests therein and thereunder, for the purpose drilling for, development and production of oil, gas and liquid hydrocarbons (including condensate, distillate and other liquids). The unit (hereunder "Unit") shall be comprised of the land lying within the outline depicted on the map attached hereto as Exhibit "B" and shall include the leases, or portions thereof and the interval (if any), as described on Exhibit "A".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

The Designation of Unit covers all production from the land and depths described on the attached Exhibit "A" and "B" which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the lease tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

Range reserves the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge or reduce the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments.

By execution of this Designation of Unit, Range does not exhaust its right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon or strata covered thereby, and Range expressly reserves to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands, horizons or strata in the vicinity and so far as the power, right and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of the same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

This Designation of Unit supersedes and replaces the Gulla Unit Declaration of Pooling and Unitization, dated May 18, 2007, and recorded October 10, 2007 in the Office of the Recorder of Deeds of Washington County, Pennsylvania.

Gulla Unit  
August 25, 2010

DERORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania  
INSTRUMENT NUMBER  
201033300  
RECORDED ON  
Oct 22, 2010  
9:20:18 AM  
Total Pages: 6  
RECORDING FEES \$108.50  
TOTAL PAID \$108.50  
JHW: 456122 USER: TV

IN WITNESS WHEREOF, this Designation of Unit is dated and executed on this the 25<sup>th</sup> day of August, 2010.

By: W. Worth Carlin  
W. WORTH CARLIN *RS*  
Vice President – Land, Marcellus Shale

COMMONWEALTH OF PENNSYLVANIA }  
 } SS  
COUNTY OF WASHINGTON }

Ann M. Goobartine  
Notary Public

**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Ann M. Gasbarrini, Notary Public  
Cecil Twp., Washington County  
My Commission Expires May 28, 2013  
Member, Pennsylvania Association of Notaries

Gulla Unit  
August 25, 2010

**EXHIBIT "A"**

**Attached to and made a part of that certain  
DESIGNATION OF UNIT – GULLA UNIT**

Lease No.: 37-125-0220  
Exhibit B Tract: A  
Date: March 26, 2002  
Lessor: Ronald J. Gulla  
Lessee: Great Lakes Energy Partners, L. L. C.  
Lease Acres: 141.0  
Recorded: Inst. #2002274340  
Tax Map I. D. #: 460-004-00-00-0001-00

Lease No.: 37-125-0237  
Exhibit B Tract: B  
Date: March 1, 2002  
Lessor: Frank Wudkwyh and Barbara Wudkwyh  
Lessee: Great Lakes Energy Partners, L. L. C.  
Lease Acres: 183.0  
Recorded: Inst. #200224442  
Tax Map I. D. #: 460-005-00-00-0006-00

Lease No.: 37-125-0624  
Exhibit B Tract: C  
Date: January 7, 2006  
Lessor: J. S. Hickory Partners, L. P.  
Lessee: Great Lakes Energy Partners, L. L. C.  
Lease Acres: 136.363  
Recorded: Inst. #200601883  
Tax Map I. D. #: 460-005-01-00-0009-00

Lease No.: 37-125-7971  
Exhibit B Tract: D  
Date: July 8, 2010  
Lessor: Melvin Walker and Donna Walker  
Lessee: Range Resources – Appalachia, LLC  
Lease Acres: 3.03  
Recorded:  
Tax Map I. D. #: 460-008-00-00-0003-02

Lease No.: 37-125-2122  
Exhibit B Tract: E  
Date: July 1, 2008  
Lessor: William R. Smith, Jr. and Heidi L. Smith  
Lessee: Range Resources – Appalachia, LLC  
Lease Acres: 3.0  
Recorded: Inst. #200828148  
Tax Map I. D. #: 460-008-00-00-0003-01

Lease No.: 37-125-0597  
Exhibit B Tract: F  
Date: December 7, 2005  
Lessor: Gordon H. Cooke  
Lessee: Range Resources – Appalachia, LLC  
Lease Acres: 5.5340  
Recorded: Inst. #200822111  
Tax Map I. D. #: 460-008-00-00-0003-00

Lease No.: 37-125-0596  
Exhibit B Tract: G  
Date: December 7, 2005  
Lessor: Donald E. Cooke  
Lessee: Range Resources – Appalachia, LLC  
Lease Acres: 1.325  
Recorded: Inst. #200601682  
Tax Map I. D. #: 460-008-00-00-0003-04

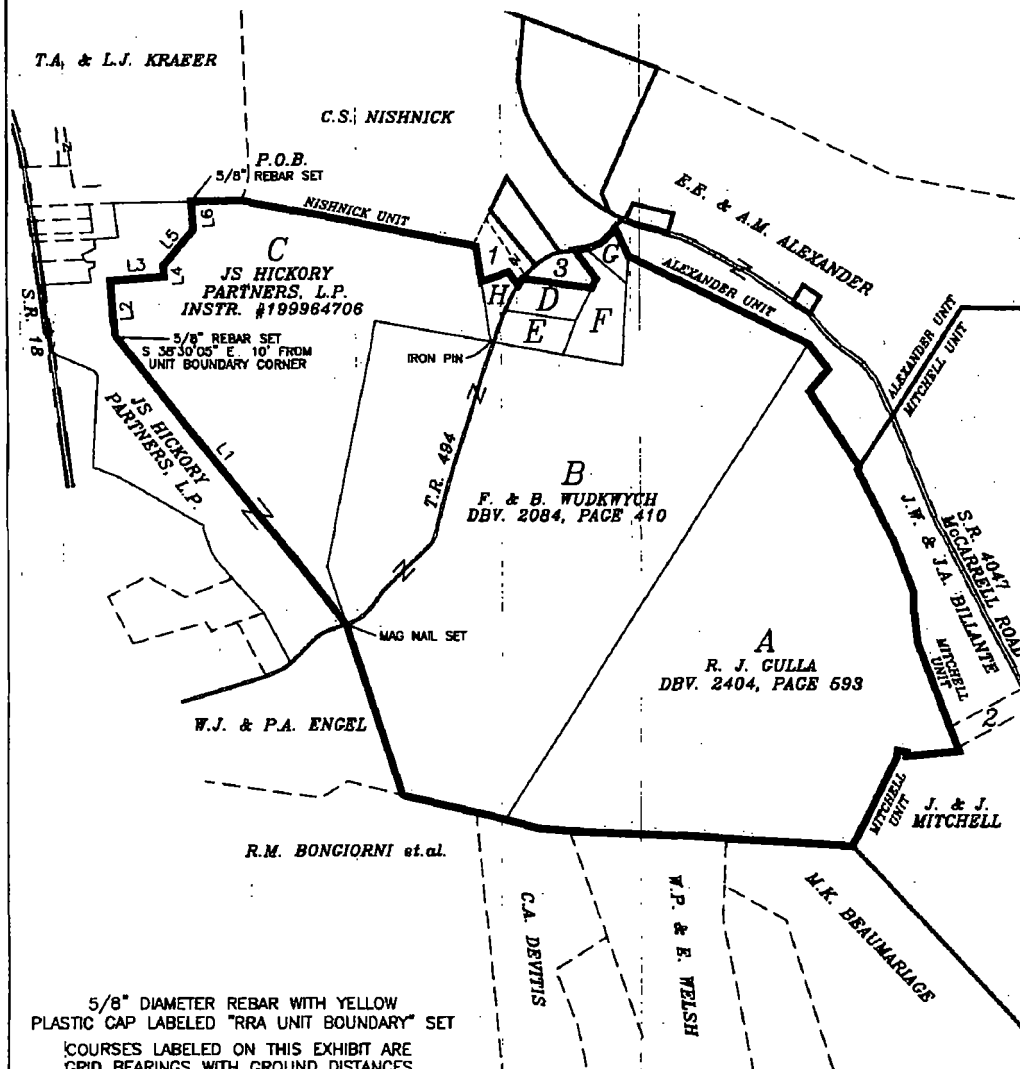
Lease No.: 37-125-6156  
Exhibit B Tract: H  
Date: January 28, 2010  
Lessor: Charles E. Miller and Louise Miller  
Lessee: Range Resources - Appalachia, LLC  
Lease Acres: 1.68  
Recorded: Inst. #201016495  
Tax Map I. D. #: 460-008-00-0004-00

**Total Unit Acreage 426.89**

**INSOFAR AND ONLY INSOFAR AS SAID LANDS LIE WITHIN THE  
BOUNDARIES OF THE UNIT AS DESCRIBED ON THE MAP ATTACHED  
HERETO AS EXHIBIT "B"**

**END OF EXHIBIT "A"**

LESSOR NAME	LEASE #	UNIT ACREAGE	UNIT TOTAL
A Ronald J. Gulla	37-125-0220	241.000	426.890
B Frank & Barbara Wudkwyh	37-125-0237	183.000	426.890
C JS Hickory Partners, L.P.	37-125-0624	68.320	426.890
D Melvin & Donna Walker	37-125-7971	3.031	426.890
E William R. & Heidi L. Smith, Jr.	37-125-2122	3.000	426.890
F Gordon H. Cooke	37-125-0597	5.534	426.890
G Donald E. Cooke	37-125-0596	1.325	426.890
H Charles E. & Louise Miller	37-125-6156	1.680	426.890



5/8" DIAMETER REBAR WITH YELLOW PLASTIC CAP LABELED "RRA UNIT BOUNDARY" SET  
COURSES LABELED ON THIS EXHIBIT ARE GRID BEARINGS WITH GROUND DISTANCES  
UNIT BOUNDARY DESCRIBED THROUGH JS HICKORY PARTNERS, L.P. PROPERTY.

LINE	BEARING	DISTANCE
L1	N 38°30'05" W	2688.54'
L2	N 04°59'41" W	404.67'
L3	N 85°00'19" E	395.52'
L4	N 04°59'41" W	77.63'
L5	N 40°00'19" E	341.88'
L6	N 04°59'41" W	205.22'

#### LIST OF ADJOINING PROPERTY OWNERS

1	Clyde S. Jr. & Barbara A. Nishnick
2	Joseph W. Billante, Jr.
3	Rita L. Cooke

#### EXHIBIT "B" DESIGNATION OF UNIT BOUNDARY GULLA UNIT

UNIT ACREAGE 426.89  
MOUNT PLEASANT TOWNSHIP  
WASHINGTON COUNTY, PA

NOTE: ALL PROPERTY OWNER AND DEED REFERENCE INFORMATION SHOWN SHALL BE PREFACED BY "N/F" (NOW OR FORMERLY).

AUGUST 13, 2010  
SHEET 1 OF 2  
0' 1000' 2000'

## GULLA UNIT BOUNDARY DESCRIPTION

All those certain tracts of land that comprise the Gulla Unit as shown on Exhibit 'B' situate in Mount Pleasant Township, Washington County, Pennsylvania being bound as follows:

Beginning at a 5/8" diameter rebar with yellow plastic cap labeled "RRA Unit Boundary" being on the north line of land now or formerly (N/F) of JS Hickory Partners, L.P. as recorded in Instr. #199964706;

Thence along the lines of land of JS Hickory Partners, L.P. where they are common to land N/F of Thomas A. & Lori Jo Kraeër, land N/F of Clyde S. Nishnick and land N/F of Clyde S. Jr. & Barbara A. Nishnick to the northwest corner of land N/F of Charles E. & Louise Miller as recorded in Instrument #200608400;

Thence along the lines of land of Miller where they are common to land of Clyde S. Jr. & Barbara A. Nishnick to a point in the center of T.R. 494;

Thence northeasterly along the center of T.R. 494 to the northwest corner of land N/F of the Walker Revocable Trust as recorded in Instrument #200728271;

Thence along the line of land of the Walker Revocable Trust where it is common to land N/F of Rita L. Cooke to a point on the line of land N/F of Gordon H. Cooke as recorded in Instrument #200522425;

Thence along the lines of land of Gordon H. Cooke where they are common to land of Rita L. Cooke to a point in the center of T.R. 494;

Thence northeasterly along the center of T.R. 494 to the north corner of land N/F of Donald E. Cooke as recorded in Instrument #199968347;

Thence along the line of land of Donald E. Cooke where it is common to land N/F of Emile E. and Arlene M. Alexander to the north corner of land N/F of Frank & Barbara Wudkwyh as recorded in DBV. 2084, Page 410;

Thence along the line of land of F. & B. Wudkwyh where it is common to land of Alexander to the north corner of land N/F of Ronald J. Gulla as recorded in DBV. 2404, Page 593;

Thence along the lines of land of R.J. Gulla where they are common to land N/F of E.E. & A.M. Alexander, land N/F of Joseph W. & Joan A. Billante, land N/F of Joseph W. Billante, Jr., land N/F of James and Joyce Mitchell, land N/F of Majorie K. Beaumariage, land N/F of William P. & Eleanor Welsh and land N/F of Carol Ann DeVitis to a point common to land of the aforementioned F. & B. Wudkwyh;

Thence along lines of land of F. & B. Wudkwyh where they are common to land N/F of Rose M. Bongioni, et al. and land N/F of William J. & Patricia A. Engel to a point common to land of the aforementioned JS Hickory Partners, L.P., said point being in the center of Township Road 494 marked by a MAG Nail;

Thence through lands of JS Hickory Partners, L.P. the following six courses:  
North 38° 30' 05" West 2688.54' to a point, passing through a 5/8" diameter rebar with yellow plastic cap labeled "RRA Unit Boundary" at 2678.54', thence

North 04° 59' 41" West 404.67', thence

North 85° 00' 19" East 395.52', thence

North 04° 59' 41" West 77.63', thence

North 40° 00' 19" East 341.88', thence

North 04° 59' 41" West 205.22' to a 5/8" diameter rebar with yellow plastic cap labeled "RRA Unit Boundary", the point of beginning.

James M. Hervey

P.

Geo. W. Reed

## Oil Lease.

This agreement, made and entered into this 2nd day of June A.D. 1886, by and between James M. Hervey of Mount Pleasant Township, of the County of Washington, and State of Pennsylvania, of the first part, and George W. Reed of Pittsburgh, Penna., of the second part.

Witnesseth, that the said party of the first part, for the consideration of the covenants and agreements hereinafter mentioned, has granted, demised and let unto the party of the second part his heirs or assigns, for the purpose and with the exclusive right of drilling and operating for petroleum and gas,

All that certain tract of land situated in Mount Pleasant Township, Washington County, and State of Pennsylvania, bounded and described as follows, to wit: North by lands of Wm. Simpson, East by lands of James Miller, South by lands of Andrew Miller, West by lands of E. M. Carroll, containing one hundred and thirty (130) acres, to be the same more or less, however, reserving from drilling operations one hundred (100) acres around the buildings upon which there shall be no wells drilled, by either party hereto.

The party of the second part, his heirs or assigns are to have and to hold the above described premises for and during the term of Five (5) years from the date hereof, and as much longer as oil or gas is found in paying quantities thereon.

The said party of the second part, in consideration of the said grant and demise, agree to give to the party of the first part, the full equal one eighth (1/8) part of all the petroleum obtained or produced on the premises herein leased, and to deliver the same in tanks or pipe lines to the credit of the party of the first part.

It is further agreed, that if gas is found in paying quantities, the consideration in full to the party of the first part, instead of the royalty shall be One thousand (1000) dollars per annum, for the gas from each well when marketed.

The party of the first part grants the right to the party of the second part, of using sufficient water from the premises herein leased necessary to the operation thereon, the right of way over said premises, together with the right to lay pipes to convey oil and gas and the right to remove any machinery or fixtures placed on said premises by the party of the second part.



The test wells shall be located in the hollows, or at such places as to do no unnecessary damage, and any damage done to growing crops by the operations of the second party shall be paid for by them.

Operations on the above described premises shall be commenced and one well completed within six months from the date hereof, and in case of failure to complete one well within such time, the party of the second part agree to pay to the party of the first part for such delay a yearly rental of Two dollars per acre on the premises herein leased, amounting to 260 dollars per annum from the time of completing such well as above specified, payable by deposit at the Citizens Natl. Bank of Wash., or directly to

the party of the first part. and the party of the first part agrees to accept such payment as full consideration for such delay until a well shall be completed; and a failure to complete a well or to make such payment as above mentioned renders this lease null and void, and to remain without effect between the parties hereto. The party of the first part to have gas for domestic use free. Two hundred & fifty dollars (\$250). the receipt of which is hereby acknowledged, to be paid when lease is completed, the said payment to be deducted from first yearly payment on gas when obtained. It is understood between the parties to this agreement, that all conditions between the parties herunto shall extend to their heirs, executors and assigns.


In Witness Whereof, We, the said parties of the first and second parts, hereto set our hands and seals, the day and year first above written.

Witness: C. W. Reed, Jr.

James M. Hervey   
Geo. W. Reed 

State of Pennsylvania }  
Washington County }

On this 2nd day of June, A.D. 1886, before me a Notary Public in and for said County, personally appeared the said James M. Hervey above named, and acknowledged that he did sign and seal the foregoing instrument, and that it is his free act and deed, for the uses and purposes herein named, and desired the same to be recorded as such.

J. W. Braden   
Notary Public.


For value received I, George W. Reed of Pittsburgh Pa, hereby grant, sell, assign, transfer and let over unto The Natural Gas Company of West Virginia, their successors and assigns, all my right, title and interest of, in and to the annexed lease and contract, being the entire interest and all rights privileges and licenses in, to or concerning the premises therein described and leased or intended so to be. Witness my hand and seal this Tenth (10th) day of August, A.D. 1886.

Geo. W. Reed

signed, sealed and delivered in presence of C. W. Ruple;

State of Pennsylvania }  
Washington County }

On this 10th day of August, A.D. 1886 before me, a Justice of the Peace in and for the said County, personally appeared the said Geo. W. Reed above named, and acknowledged that he did sign and seal the foregoing instrument, and that it is his free act and deed, for the purposes and uses herein named, and desired the same to be recorded as such. Witness my hand & seal.

C. W. Ruple   
Justice of the Peace.

Recorded and Compared Aug. 10-1886.  
D. W. Cmy Recorder per p. 80.



## DEED BOOK NO. 438

payment of one dollara to surrender this lease to the lessor and thereafter be fully discharged from any and all damages or claims whatsoever arising from any neglect or non-fulfillment thereof.

It is understood between the parties to this agreement that all conditions between the parties hereunto shall extend to the heirs, executors, successors and assigns of the respective parties.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

Joseph W. Hervey (SEAL)

J M K Donaldson

A A Rowe (SEAL)

COMMONWEALTH OF PENNSYLVANIA, )

COUNTY OF WASHINGTON )

SS:

On this Sixth (6) day of March A. D. 1916 before me a Notary Public personally came the above named Joseph W Hervey and acknowledged the foregoing indenture to be his act and deed, and desired the same to be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

(NOTARIAL SEAL)

J. M. K. Donaldson (Seal.)

My Commission Expires February 6, 1917.

Notary

Recorded and compared August 1st, 1916.

J. C. Sutherland, Recorder. Per. E. V. S.

JOSEPH W. HERVEY

TO

A. A. ROWE

THIS LEASE, Made and entered into this 3rd day of March A. D. 1916 by and between Joseph W. Hervey of the County of Washington and State of Pennsylvania lessor and A. A. Rowe lessee,

WITNESSETH:

The lessor in consideration of one dollar paid by the lessee the receipt of which is hereby acknowledged, do hereby grant, demise and let unto the lessee all the oil and gas in and under the following described tract of land, and also the said tract of land for the purpose and with the exclusive right of drilling and operating thereon for said oil and gas, together with the right of way, and the right to lay pipes to convey water, oil, steam and gas, and to have sufficient water and gas from the premises to drill and operate wells thereon, also such other privileges as are necessary for conducting said operations, and the right to remove at any time all property placed thereon by the lessee.

All that certain tract of land situate in Mt. Pleasant Township, District, Washington County, and State of Pennsylvania, bounded and described as follows, to-wit:

On the North by lands of Raef Simpson & Joseph W. Hervey

On the East by lands of Joseph W. Hervey

On the South by lands of Thomas & James Miller, Jacob McDowell

On the West by lands of Leman McCarroll

containing One hundred & Thirty one (131) acres, more or less, but no wells are to be drilled within two hundred feet of the dwelling house or barn now on the premises without the lessor's consent.

To have and to hold the same unto the lessee for the term of twenty years from the date hereof and as much longer as the rental for delay in operating is paid, or as long after commencement of operations as the said premises are being operated for the production of oil

## DEED BOOK No. 438

or gas, or as oil or gas is found in paying quantities thereon, yielding, and paying to the lessor the one-eighth part or share of all the oil saved from that produced on the premises, delivered free of expense into tanks or pipe lines to the lessor's credit; and should any well produce gas in sufficient quantities to justify marketing the same in pipe line, the lessor shall be paid at the rate of Seventy Five (\$75.00) dollars quarterly for such well so long as the gas therefrom is conveyed and sold off the premises, the first payment to mature ten days after a well is turned into the pipe line for marketing, and every three months thereafter.

Said lessee shall not be required, in any event, to increase the rate of said gas well, payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said lessor or his predecessors in title or otherwise.

Provided, however, that this lease shall become null and void and all the rights thereunder shall cease and determine unless one well shall be completed on the said premises within three months from the date hereof, or unless the lessee shall pay at rate of Thirty Two and 75/100 Dollars in advance for each additional quarter such completion is delayed from the time above mentioned for the completing of said well until one well is completed.

All payments may be made direct to Joseph W. Hervey credit in \_\_\_\_\_ by check mailed to Hickory Washington County Penna State of \_\_\_\_\_ or in the same manner to \_\_\_\_\_ who is hereby appointed Agent for such purposes; and 10 days grace shall be allowed on all payments that may become due under provisions of this lease.

If gas is found in paying quantities to the lessee and conveyed from the premises, the lessor may have gas free of cost by laying the necessary line and making connections at his cost at such point as may be designated by the lessee for heat and light in the mansion house on said premises, to be used with economical appliances subject to the approval of the lessee said gas to be used at lessor's own risk, and lessee not to be in any way liable for insufficient supply of gas caused by the use of pumping stations, breakage of lines or other causes, but nothing herein shall prevent the lessee from abandoning any well or wells and removing the pipe therefrom.

The lessee shall pay any damage to growing crops and fences by reason of said operation.

It is further agreed that the lessee shall have the right at any time upon the payment of one dollar to surrender this lease to the lessor and thereafter be fully discharged from any and all damages or claims whatsoever arising from any neglect or non-fulfillment thereof.

It is understood between the parties to this agreement that all conditions between the parties hereunto shall extend to the heirs, executors, successors and assigns of the respective parties.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

J M K Donaldson

Joseph W. Hervey (SEAL)

A A Rowe (SEAL)

COMMONWEALTH OF PENNSYLVANIA, )

COUNTY OF WASHINGTON )

ss:

On this Sixth (6) day of March A. D. 1916 before me Notary Public personally came the above named Joseph W Hervey and acknowledged the foregoing indenture to be his act and deed, and desired the same to be recorded as such.

## DEED BOOK No. 438

Witness my hand and Notarial seal the day and year aforesaid.

(NOTARIAL SEAL)

J M K Donaldson (Seal.)

My Commission Expires February 6, 1917.

Notary

Recorded and compared August 1st, 1916.

J. C. Sutherland, Recorder. Per. E. V. S.

SAMUEL A. HARBISON

TO

A. A. ROWE

THIS LEASE, Made and entered into this 6th day of March A. D. 1916 by and between Samuel A. Harbison of the County of Washington and State of Pennsylvania lessor and A. A. Rowe lessees,

WITNESSETH:

The lessor in consideration of One dollar paid by the lessee the receipt of which is hereby acknowledged, do hereby grant, demise and let unto the lessee all the oil and gas in and under the following described tract of land, and also the said tract of land for the purpose and with the exclusive right of drilling and operating thereon for said oil and gas, together with the right of way, and the right to lay pipes to convey water, oil, steam and gas, and to have sufficient water and gas from the premises to drill and operate wells thereon, also such other privileges as are necessary for conducting said operations, and the right to remove at any time all property placed thereon by the lessee.

All that certain tract of land situate in Mt. Pleasant Township Washington County, and State of Pennsylvania, bounded and described as follows, to-wit:

On the North by lands of Saml Willison

On the East by lands of Geo. Cole and Pittsburg Coal Co.

On the South by lands of Mathew Wyle

On the West by lands of Parkinson Bros, Chas Kinakey and Gump

containing One hundred and sixty (160) acres, more or less, but no wells are to be drilled within three hundred feet of the dwelling house or barn now on the premises without the lessor's consent.

To have and to hold the same unto the lessee for the term of twenty years from the date hereof and as much longer as the rental for delay in operating is paid, or as long after commencement of operations as the said premises are being operated for the production of oil or gas, or as oil or gas is found in paying quantities thereon, yielding and paying to the lessor the one-eighth part or share of all the oil saved from that produced on the premises, delivered free of expense into tanks or pipe lines to the lessor's credit; and should any well produce gas in sufficient quantities to justify marketing the same in pipe line, the lessor shall be paid at the rate of Seventy Five (\$75.00) dollars quarterly for such well so long as the gas therefrom is conveyed and sold off the premises, the first payment to mature ten days after a well is turned into the pipe line for marketing, and every three months thereafter.

Said lessee shall not be required, in any event, to increase the rate of said gas well, payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said lessor or his predecessors in title or otherwise.

Provided, however, that this lease shall become null and void and all the rights thereunder shall cease and determine unless one well shall be completed on the said premises within three months from the date hereof, or unless the lessee shall pay at rate of Forty

## DEED BOOK No. 438

used at Lessor's own risk, and Lessee not to be in any way liable for insufficient supply caused by the use of pumping stations, breakage of lines or otherwise; but nothing herein shall prevent the Lessee from abandoning any well or wells and removing the pipe therefrom. If more than 150,000 cubic feet per year is used, the excess shall be paid for at the rate charged by the Lessee to domestic consumers. The Lessee shall have the right to utilize and use free of cost, for power or other purposes, any gas produced on the premises, including waste or casing head gas.

If there is now, or shall at any time be any outstanding interest in said land or said oil or gas not owned by the Lessors, the royalty and the payments herein provided to be made to the Lessor shall be reduced proportionately.

It is further agreed that the Lessee shall have the right at any time upon the payment of one dollar to surrender this lease to the Lessors, and thereafter shall be fully discharged from any and all damages or claims whatsoever growing out of or in any wise connected with said lease.

It is understood between the parties to this agreement that all conditions between the parties hereunto shall extend to the heirs, executors, successors and assigns of the respective parties.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

W. C. Black

John O. Thompson (SEAL)

Esther T. Thompson (SEAL)

Chas. S. Thompson (SEAL)

A. A. Rowe (SEAL)

COMMONWEALTH OF PENNSYLVANIA, }  
COUNTY OF WASHINGTON } ss:

On this 25th day of April A. D. 1916 before me a Notary Public in and for said County and State personally came the above named John O. Thompson, and Esther T. Thompson his wife, and Charles S. Thompson and acknowledged the foregoing indenture to be their act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

(NOTARIAL SEAL)

W. C. Black (Seal)

My Commission Expires February 21, 1919

Notary Public

Recorded and compared August 1st, 1916. J. C. Sutherland, Recorder. Per. E. V. S.

JOSEPH W. HERVEY

TO

A. A. ROWE

THIS LEASE, Made and entered into this 3rd day of March A. D. 1916 by and between Joseph W. Hervey of the County of Washington and State of Pennsylvania lessor and A. A. Rowe, lessee

WITNESSETH:

The lessor in consideration of One dollar paid by the lessee the receipt of which is hereby acknowledged, do hereby grant, demise and let unto the lessee all the oil and gas in and under the following described tract of land, and also the said tract of land for the purpose and with the exclusive right of drilling and operating thereon for said oil and gas, together with the right of way, and the right to lay pipes to convey water, oil, steam and gas,

## DEED BOOK No. 438

and to have sufficient water and gas from the premises to drill and operate wells thereon, also such other privileges as are necessary for conducting said operations, and the right to remove at any time all property placed thereon by the lessee.

All that certain tract of land situate in Mt Pleasant Township, Washington County, and State of Pennsylvania, bounded and described as follows, to-wit:

On the North by lands of Steven Sampson and McBurney Heire

On the East by lands of Wm Rea

On the South by lands of Thomas and James Miller

On the West by lands of Raef Simpson and Joseph W. Hervey

containing Two hundred & Sixty one (261) acres, more or less, but no wells are to be drilled within two hundred feet of the dwelling house or barn now on the premises without the lessor's consent.

To have and to hold the same unto the lessee for the term of twenty years from the date hereof and as much longer as the rental for delay in operating is paid, or as long after commencement of operations as the said premises are being operated for the production of oil or gas, or as oil or gas is found in paying quantities thereon, yielding and paying to the lessor the one-eighth part or share of all the oil saved from that produced on the premises, delivered free of expense into tanks or pipe lines to the lessor's credit; and should any well produce gas in sufficient quantities to justify marketing the same in pipe line, the lessor shall be paid at the rate of Seventy Five (\$75.00) dollars quarterly for such well so long as the gas therefrom is conveyed and sold off the premises, the first payment to mature ten days after a well is turned into the pipe line for marketing, and every three months thereafter.

Said lessee shall not be required, in any event, to increase the rate of said gas well, payments or said royalty of oil by reason of any royalty or interest in said oil or gas, that may have been heretofore sold, reserved or conveyed by said lessor or his predecessors in title or otherwise.

Provided, however, that this lease shall become null and void and all the rights thereunder shall cease and determine unless one well shall be completed on the said premises within three months from the date hereof, or unless the lessee shall pay at rate of Sixty Five and 25/100 Dollars in advance for each additional quarter such completion is delayed from the time above mentioned for the completing of said well until one well is completed.

All payments may be made direct to Joseph W. Hervey by check mailed to Hickory P. O., Washington County State of Penna or in the same manner to \_\_\_\_\_ who is hereby appointed Agent for such purposes; and 10 days grace shall be allowed on all payments that may become due under provisions of this lease.

If gas is found in paying quantities to the lessee and conveyed from the premises, the lessor may have gas free of cost by laying the necessary line and making connections at his cost at such point as may be designated by the lessee for heat and light in the mansion house on said premises, to be used with economical appliances subject to the approval of the lessee said gas to be used at lessor's own risk, and lessee not to be in any way liable for insufficient supply of gas caused by the use of pumping stations, breakage of lines or other causes, but nothing herein shall prevent the lessee from abandoning any well or wells and removing the pipe therefrom.

The lessee shall pay any damage to growing crops and fences by reason of said operations

It is further agreed that the lessee shall have the right at any time upon the

## DEED BOOK No. 438

payment of one dollara to surrender this lease to the lessor and thereafter be fully discharged from any and all damages or claims whatsoever arising from any neglect or non-fulfillment thereof.

It is understood between the parties to this agreement that all conditions between the parties hereunto shall extend to the heirs, executors, successors and assigns of the respective parties.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

J M K Donaldson

Joseph W. Hervey

(SEAL)

A A Rowe

(SEAL)

COMMONWEALTH OF PENNSYLVANIA, }

COUNTY OF WASHINGTON }

SS:

On this Sixth (6) day of March A. D. 1916 before me a Notary Public personally came the above named Joseph W Hervey and acknowledged the foregoing indenture to be his act and deed, and desired the same to be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

(NOTARIAL SEAL)

J. M K Donaldson

(Seal.)

Notary

My Commission Expires February 6, 1917.

Recorded and compared August 1st, 1916.

J. C. Sutherland, Recorder.

Per. E. V. S.

JOSEPH W. HERVEY

TO

A. A. ROWE

THIS LEASE, Made and entered into this 3rd day of March A. D. 1916 by and between Joseph W. Hervey of the County of Washington and State of Pennsylvania lessor and A. A. Rowe lessee,

WITNESSETH:

The lessor in consideration of one dollar paid by the lessee the receipt of which is hereby acknowledged, do hereby grant, demise and let unto the lessee all the oil and gas in and under the following described tract of land, and also the said tract of land for the purpose and with the exclusive right of drilling and operating thereon for said oil and gas, together with the right of way, and the right to lay pipes to convey water, oil, steam and gas, and to have sufficient water and gas from the premises to drill and operate wells thereon, also such other privileges as are necessary for conducting said operations, and the right to remove at any time all property placed thereon by the lessee.

All that certain tract of land situate in Mt. Pleasant Township, District, Washington County, and State of pennsylvania, bounded and described as follows, to-wit:

On the North by lands of Raef Simpson & Joseph W. Hervey

On the East by lands of Joseph W. Hervey

On the South by lands of Thomas & James Miller, Jacob McDowell

On the West by lands of Leman McCarroll

containing One Hundred & Thirty one (131) acres, more or less, but no wells are to be drilled within two hundred feet of the dwelling house or barn now on the premises without the lessor's consent.

To have and to hold the same unto the lessee for the term of twenty years from the date hereof and as much longer as the rental for delay in operating is paid, or as long after commencement of operations as the said premises are being operated for the production of oil

DEED BOOK No. 619

do by these presents remise, release and quitclaim unto the said J. G. Leipold all right, title, interest, property, claim and demand of, in and to the rents, issues and profits due or to become due under those two certain leases for oil and gas purposes covering eighty-two (82) acres of land each situate in the Township of Robinson, County of Washington, State of Pennsylvania, dated October 9, 1896, and May 27, 1898, and recorded respectively in the Public Records of said County of Washington, Pennsylvania in Deed Book Vol. 234, pages 350-2, the same being now vested in the Peoples Natural Gas Co., Pittsburgh, Pennsylvania, and known as leases No. 4275 and 4276, which assignment was made as additional security for the balance due with interest on the mortgage of J. G. Leipold to David A. McCalmont dated December 1, 1920, recorded in Washington County, Pennsylvania, in Mortgage Book Vol. 175, page 489; it being the intent of this instrument to revest in the said J. G. Leipold all right, title and interest granted by him in the assignment hereinabove referred to.

Witness our hands and seals this 26th day of November, A. D. 1937.

Attest:

John O. Dix  
Geo Dilworth

Mary B. McCalmont (Seals)  
Ethel L. McQuiston (Seals)  
Individually and as Executor of  
the estate of David A. McCalmont,  
Dec'd.  
Horace L. McQuiston (Seals)  
Individually and as Executor of  
the estate of David A. McCalmont,  
Dec'd.

The State of Texas :  
County of Bexar :

On this the 26th day of November, A. D. 1937, before me, a notary public in and for Bexar County, Texas, came the above named Mary B. McCalmont, a feme sole, Ethel L. McQuiston individually and as Executors, and Horace L. McQuiston, and each acknowledged the foregoing release to be their act and deed and desire the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

(NOTARIAL SEAL)

Hazel Penne  
Notary Public in and for  
Bexar County, Texas.

My commission expires June 1, 1939.

Recorded and compared Dec. 10, 1937.

JOHN H. COOPER, RECORDER.

Per A. M. L.

A A A

JOHN A. MGRDICHAN ET UX.

AND

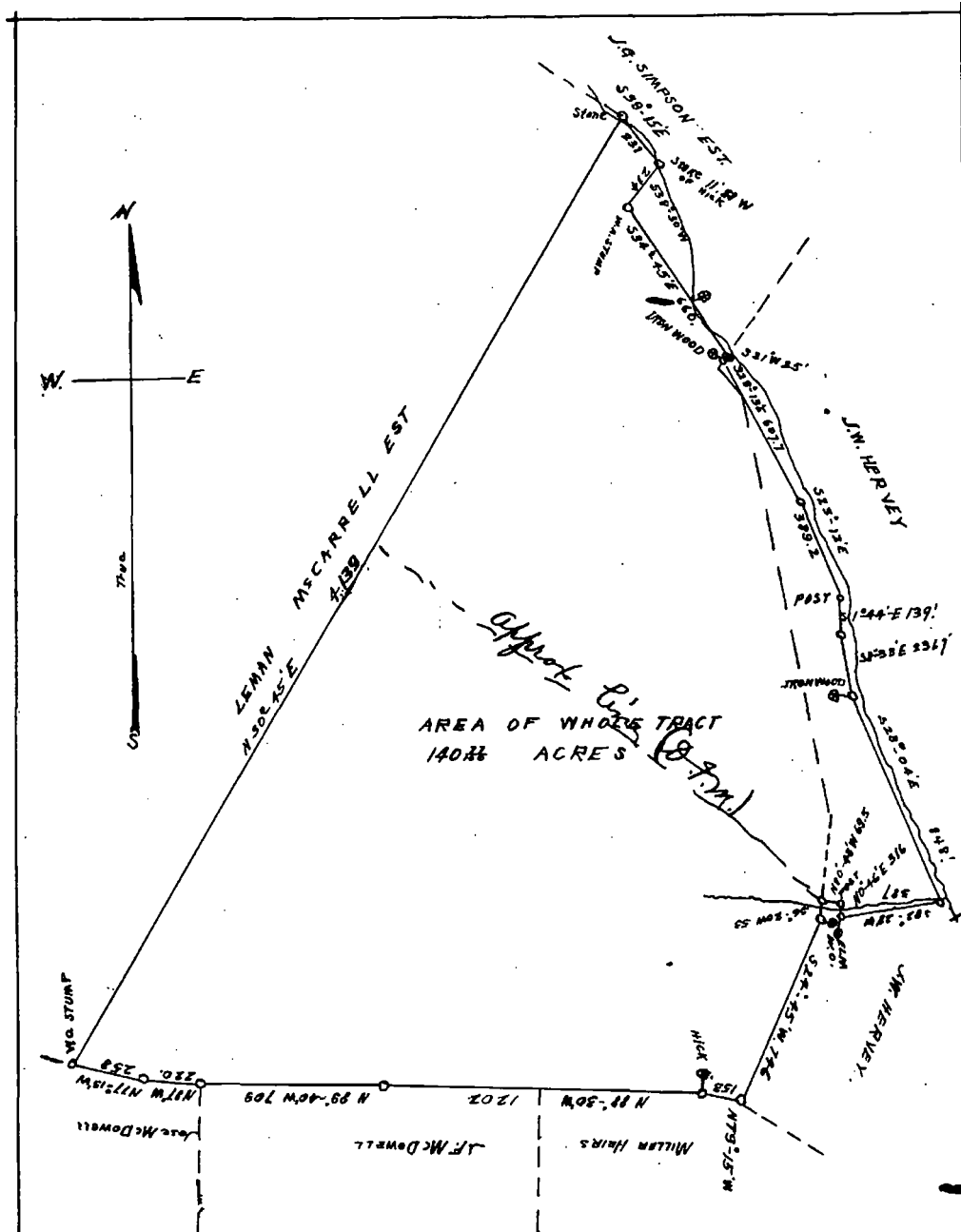
TRI STATE GAS COMPANY  
(Darwin R. Martin, Sole owner)

OIL AND GAS LEASE

AGREEMENT, Made and entered into  
this 12th day of October, A. D.  
1937, by and between John A. Mgrdichan  
and Mary E. Mgrdichan, his wife,

of Mt. Pleasant Township, Washington County, Pennsylvania, parties of the first part, hereinafter called Lessor(whether one or more) and Tri State Gas Company, of 374 Delaware Avenue, Buffalo, New York, party of the second part, hereinafter called Lessee;

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use and occupy so much of said premises as is necessary and convenient for said purposes and to convey the above named products therefrom by pipe lines or otherwise; said land being situate in the Township of Mt.



J.W. HERVEY.

MT. PLEASANT TWP.  
WASHINGTON CO. PA.

AREA TO THE ORIGINAL HERVEY FARM = 131.70 ACRES

TRACT CUT OFF HERVEY'S COWDEN FARM = 9.07

TOTAL AREA OF FARM NOW 140.76 ACRES

SCALE 400' = 1"

SURVEYED OCT. 1901

AND MAY 26, 1917

H.M. Hylle, C.E.



## DEED BOOK No. 619

Pleasant, County of Washington, State of Pennsylvania, and described as follows, to-wit:

On the North by lands of S. L. and D. M. McCalmont and J. G. Simpson Estate.

On the East by lands of J. W. Hervey.

On the South by lands of John A. Mgrdichan.

On the West by lands of S. L. and D. M. McCalmont.

Containing fifty (50) acres, and being the northeast parcel or tract as shown on the sketch attached hereto and made part hereof.

2. It is agreed that this lease shall remain in force for a term of two years from this date, and as long thereafter as drilling operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor one-eighth (1/8) of the price or value of gas at the well or wells for all gas produced and sold from the premises, payable quarterly; provided, Lessee shall pay Lessor a royalty at the rate of One Hundred Dollars per year on each such gas well while gas therefrom is not sold or used off the premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph Two hereof.

4. This lease shall terminate as to both parties if operations for a well are not commenced on said land on or before January 1, 1938, unless the Lessee on or before that date or within ten days thereafter shall pay or tender to the Lessor, in the manner hereinafter provided, the sum of Twelve and 50/100 Dollars, as delay rental and for the privilege of deferring the commencement of a well for three months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively for the term of said lease only, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred for the two year term of the lease as hereinabove recited. The drilling of any non-productive well or the exhaustion or abandonment of any wells shall be accepted by the Lessor in lieu of delay rental for a period of one year, at the end of which time the Lessee shall have the right to resume the payment of delay rental or commence operations for another well; and it is agreed that upon the resumption of the payment of rentals the provisions hereof governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in such payment, subject to the terms of paragraph Two hereof.

5. All moneys coming due hereunder shall be paid or tendered to John A. Mgrdichan, direct, or by check or voucher payable to his order mailed to R. D. #1, Hickory, Pa.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken at any producing gas well, whether or not said well is connected with or turned into any pipe line, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use, whether caused by pumping wells or otherwise.

7. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

8. No well may be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and

shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said land or to the surfact of said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth. In case the parties cannot amicably adjust between themselves the amount due for damages by reason of the operations as aforesaid, the parties hereto do agree to submit the said dispute to arbitrators and the parties of the first part shall choose one arbitrator and the party of the second part shall choose one arbitrator, who shall jointly choose a referee if unable to agree upon the amount of damages and the decision of two of the three shall be binding upon the parties hereto.

9. No change in ownership of the land or any part thereof or any assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental.

10. Lessor hereby warrants and agrees to defend the title to the land herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described land, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. Lessee may apply any royalty or rentals accruing hereunder to the discharge of any such mortgage, tax or other lien which it may redeem.

11. This lease shall not terminate and cannot be forfeited or cancelled for failure to pay the above named consideration or any other monies which may become due the Lessor hereunder, or to perform in whole or in part any of its conditions, stipulations or covenants, express or implied, until Lessor shall have given Lessee written notice alleging such failure, stating specifically the nature thereof, nor until Lessee shall have had fifteen days time after receipt of such notice within which to pay said consideration or any monies due Lessor, or perform any such covenants.

12. This lease embodies the entire contract and agreement between Lessor and Lessee, and no warranties, representations, promises or inducements not herein expressed have been made or relied upon by either party. The terms, conditions and stipulations hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

13. No gasoline or pump station to be built on the premises.

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Helene Aber

John. A. Mgrdichan (SEAL)

Mary E. Mgrdichan (SEAL)

Darwin R. Martin operating as

TRI STATE GAS COMPANY (SEAL)

TRI-STATE GAS COMPANY

Darwin R. Martin, Sole owner

Room 308-374 Delaware Ave.

By Buffalo, N. Y.

Allegeny County assumed name cft. #20205

## DEED BOOK No. 619

STATE OF PENNSYLVANIA  
COUNTY OF WASHINGTON

} SS:

On the 12th day of October, A. D. 1937, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named John A. Mgrdichan and Mary E. Mgrdichan, his wife, who, in due form of law acknowledged the foregoing Indenture to be their act and deed, and desired that the same be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

(NOTARIAL SEAL)

Helene Aber

My Commission expires January 22, 1939.

CONSENT TO LEASE

AND NOW, October 15th, 1937, in consideration of the sum of One Dollar and other good and valuable consideration, I do hereby agree that that certain oil and gas lease made and entered into the \_\_\_ day of \_\_\_\_\_, 1937, by and between John A. Mgrdichan and Mary E. Mgrdichan, his wife, and Tri State Gas Company, shall not be subject to being divested by reason of any foreclosure on a mortgage held by me and recorded in Mortgage Book 176, Page 100, and I do hereby further agree that any extensions or enlargements of said lease up to and including the entire amount of acreage covered by said mortgage shall not be divested by reason of foreclosure of said mortgage as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Signed and sealed in the  
presence of:

A. C. Mettler

Frank B Thompson (SEAL)

STATE OF PENNSYLVANIA  
COUNTY OF WASHINGTON

} SS:

On the 15th day of October A. D. 1937, before me, the subscriber, Albert C. Mettler, a Notary Public personally came the within named Frank B Thompson who in due form of law acknowledged the foregoing Indenture to be his act and deed, and desired that the same be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

(NOTARIAL SEAL)

Albert C. Mettler (SEAL)

My commission expires January 24, 1941.

Notary Public

Recorded and compared Dec. 9, 1937.

JOHN H. COOPER, RECORDER.

Per A. M. L.

^ ^ ^

DARWIN R. MARTIN OPERATING AS  
TRI-STATE GAS COMPANY

TO

JAMES H. DUFF.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS  
that DARWIN R. MARTIN of the  
City of Buffalo, County of  
Erie, State of New York,

operating as the TRI-STATE GAS COMPANY of the City of Buffalo, County of Erie, State of New York, individually and as sole owner of the said TRI-STATE GAS COMPANY, the grantee named in an oil and gas lease dated the 12th day of October, 1937 by and between John A. Mgrdichan and Mary E. Mgrdichan of Mt. Pleasant Township, Washington County, Pennsylvania, lessors, and the said Tri-State Gas Company of 374 Delaware Avenue, Buffalo, New York, lessee, in consideration of the sum of more than One Dollar (\$1.00) and other valuable considerations to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, transfer, assign, set over and convey unto JAMES H. DUFF of 2615 Grant Building, Pittsburgh, Pennsylvania, his heirs, executors and assigns, an undivided one-half of the working interest in the aforesaid lease, which lease

that the said court is a Court of Record; That H. O. Riggan whose name is subscribed to the certificate or proof of acknowledgment of the annexed instrument and thereon written was at the time of taking such proof or acknowledgment a Notary Public in and for the County of Moore, dwelling in the said county, duly commissioned and sworn, and qualified to act as such; That as such Notary Public, he was at the time of taking said acknowledgment, duly authorized by the laws of the State of North Carolina to take proof and acknowledgment of deed or conveyance for lands, tenements or hereditaments in the said State of North Carolina, so as to entitle them to be recorded; And further, that I am well acquainted with the hand writing of said H. O. Riggan and verily believe that the signature to the said certificate or proof of acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court, the 28th day of Feby , 1929.

(SUPERIOR COURT SEAL)

John Willcox

Clerk of Superior Court.

State of Pennsylvania  
County of Fayette

SS

On this 4th day of Mar A. D. 1929, before me, a Notary Public in and for said County and State, came the above named Hildagail Barnum Sparks and E. Raymond Sparks, her husband, and acknowledged the foregoing Deed to be their act and deed, and desired the same to be recorded as such.

Witness my hand and Notarial Seal, the day and year aforesaid.

(NOTARIAL SEAL)

W. J. B. Mayo

My Commission expires at the end of the next Session of the Senate 1929.

Notary Public

State of Pennsylvania  
County of Allegheny

SS.

On this 21 day of February A.D. 1929, before me, a Notary Public in and for said County and State, came the above named Wilbur F. Galbraith, a widower, and acknowledged the foregoing Deed to be his act and deed and desired the same to be recorded as such.

Witness my hand and Notarial Seal, the day and year aforesaid.

(NOTARIAL SEAL)

Gertrude Stout

My Commission expires March, 6, 1931.

Notary Public

Recorded and compared April 12, 1929.

L. FRANK BAKER, Recorder. Per A.H.

JOHN A. MORDICHAN ET UX.  
TO  
LAWRENCE FUEL SUPPLY CO.

THIS AGREEMENT MADE and entered into this 28th day of January A. D. 1929, by and between John A. Mordichan and Mary E. Mordichan his wife of the County of Washington and State of Pennsylvania of the first part, and Lawrence Fuel Supply Co. A Corporation of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar to them in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter mentioned, have granted, demise and let unto the party of the second part, for the purpose and with the exclusive right to operate for, produce, store, transport and carry away, oil and gas, with the right to lay pipes, either under or on top of the surface, for the conveyance of oil, gas, water or steam, with the right to sufficient water and gas from said premises free for operations thereon, with the right to remove any buildings, machinery or fixtures, placed on said premises

DEED BOOK No. 561

by said party of the second part, and to sublet, all of the certain tract of land situate in Mt. Pleasant Township, Washington County, and State of Pennsylvania bounded and described as follows, to-wit:

On the North by lands of R. Simpson and Joseph Harvey  
On the East by lands of Joseph Harvey  
On the South by lands of Miller heir, John McDowell and Joseph McDowell  
On the West by lands of T. L. Carrell

containing One hundred forty one (141) acres, be the same more or less.

The part\_ of the second part to have and to hold the said premises, for and during the term of one year from the date hereof, and as much longer as oil or gas is found in paying quantities or the rental paid thereon.

The said first party shall fully use and enjoy said premises for farming purposes, except such parts as may be necessary for said operations.

IN CONSIDERATION of said grant and demise, the said party of the second part agrees to give or pay to the said party of the first part, the full equal one eighth part of all the oil produced or saved from the premises, and to deliver the same, free of expense, into tanks or pipe lines to the credit of the first party. And should gas be found in sufficient quantities to justify marketing the same part\_ of the first part to have gas free of cost for one house on said premises to the extent of one hundred and fifty thousand cubic feet per year, gas to be used with economical appliances subject to approval of second part\_, said gas to be used at first part\_ own risk, second part\_ not to be in any way liable for insufficient supply of gas by the use of pumping stations, breakage of lines or other causes, and the consideration in full to the party of the first part shall be one eighth ( ) of money received from sale of gas payable monthly for the gas from each well so long as it shall be sold therefrom.

It is agreed that there shall be no wells drilled within Three hundred (300) feet of the buildings now on the premises without consent of the first party.

IT IS FURTHER AGREED, That the party of the second part shall start a well on the above described premises within Thirty days from the date above, or in default thereof pay to the party of the first part, for the further delay, a yearly rental of one dollar per acre on the said premises from the time above specified for starting a well until such well shall be started. The said rental shall be deposited to the credit of the party of the first part at Farmers National Bank of Hickory Pennsylvania or be paid direct to said first party. And a failure to start such well, or to pay said rental when due, or within ten days thereafter, shall render this lease null and void, as to both parties, and can only be renewed by mutual consent. And no right of action shall, after such failure, accrue to either party on account of the breach of any covenant herein contained.

No. 2 well to be drilled in the year 1930 in event-No. 2 well is not drilled in year 1930 - parties of the second part, to hold 25 acres in which, No. 1-well to be the center there of with all conditions of this Lease applying to above mentioned 25 acres, balance of lands to be surrendered to parties of the first part.

IT IS FURTHER AGREED, That the second party shall have the right at any time to surrender this lease to the party of the first part, and thereafter be fully discharged from any and all damages or claims whatsoever, arising from any neglect or non-fulfillment of the foregoing contract.

It is understood between the parties to this agreement, that all conditions between the parties hereunto shall extend to their heirs, executors and assigns.

IN WITNESS WHEREOF, We the said parties of the first and second parts, hereunto set our hands and seals, the day and year first above written.

In presence of J A McKnight

John A. Mgrdichan (SEAL)

Mary E Mgrdichan (SEAL)

# DEED BOOK No. 561

STATE OF PENNSYLVANIA  
COUNTY OF WASHINGTON,

SS.

BE IT REMEMBERED, That on the 28th. day of January A. D. 1929 before me, a Justice of the Peace, in and for said county, personally appeared the above named John A. Mgrdichan and Mary E. Mgrdichan, his wife, and acknowledged the within instrument to be their act, and desired that the same be so recorded.

WITNESS my hand and official \_\_\_\_\_ the day and year aforesaid.

(J. OF P. SEAL)

J A McKnight (SEAL)

My commission expires First Monday in Jan. 1934

Justice of the Peace

Recorded and compared Feb. 15th, 1929. L. FRANK BAKER, Recorder. Per A. M. L.

FRANK M. HUNT ET UX.

TO

ANNIE BECK

THIS DEED, Made the 13th day of April, in the year Nineteen hundred and twenty-nine,

BETWEEN FRANK M. HUNT and URSULA HUNT, his wife, of the City of Washington, Washington County, Pennsylvania, grantors, and ANNIE BECK, of the City of Washington,

Washington County, Pennsylvania, grantee

WITNESSETH, That in consideration of Seventy-seven Hundred (7700.00) Dollars in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee,

ALL that certain lot of ground situate in the Seventh Ward of the City of Washington, Washington County, Pennsylvania, known and designated as lot No. 111 in the Clark Place Plan of Lots, laid out by the Washington Land Company, which plan is of record in the Recorder's Office of the said County in Plan Book No. 2, pages 6 and 7. The said lot No. 111, hereby conveyed, fronting fifty (50) feet on the Northeastern side of Duncan Avenue (formerly Melrose Avenue), and extending back therefrom, in a Northeastwardly direction, of even width, a distance of one hundred forty-five (145) feet to the rear line of lot No. 124 in said plan. Being bounded on the Northwest by lot No. 110, on the Northeast by said lot No. 124, on the Southeast by lot No. 112, and on the Southwest by said Duncan (formerly Melrose) Avenue.

Being the same premises conveyed to the grantors herein by Charles F. Segner, et ux., by deed dated March 24, 1927, and recorded in the Recorder's Office of Washington County, Pennsylvania, in Deed Book Vol. 543, at page 232.

Subject, however, to the exceptions and reservations, covenants and conditions set forth in former deeds for said lot.

And the said Frank M. Hunt and Ursula Hunt, his wife, grantors will warrant generally the property hereby conveyed., subject to the exceptions and reservations, covenants and conditions hereinabove referred to.

IN WITNESS WHEREOF, the said grantors have hereunto set their hands and seals, the day and year first above written.

Scaled and delivered  
in presence of

Mabel E. Trower

Frank M. Hunt

(Seal)

Ursula Hunt

(Seal)

STATE OF PENNSYLVANIA,  
COUNTY OF WASHINGTON,

SS.

On this 13th day of April, A. D. 1929, before me a Notary Public in and for said county and state, came the above named Frank M. Hunt and Ursula Hunt, his wife, and acknowledged the

## OIL AND GAS LEASE

1882

## Agreement

Made and entered into the 19th day of November A. D. 1971, by and between

John Darcy and Cecelia Darcy, husband and wife  
Social Security 181-16-5984of R. D. # 1, Hickory, Pa., County of Washington and  
State of Pennsylvania part of the first part, hereinafter called the Lessor, and John T. Stoliker  
35810 Park Street, Richmond, Michigan 48062

party of the second part, hereinafter called the Lessee, WITNESSETH:

1. That Lessor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, and of the covenants and obligations hereinafter contained to be performed by Lessee, has this day granted, sold and lawfully conveyed unto Lessee, and the oil and gas under the following described land, and has and lawfully assigns for the purposes and with the exclusive right to explore and produce oil and gas, by and maintain pipe lines, build wells and cased, work oil, work gas under ground and surface estate, and build other structures thereon necessary to produce, save and carry all such substances.

All of this lands tract or land situated in the Township of Mount Pleasant, County of Washington  
State of Pennsylvania and bounded substantially by the following lands:

North: Glen Clark  
East: Walter Cooper  
South: Mary Beaumariage & William Welch  
West: S. L. McAlmont

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containing approximately, more or less, in addition to the above described land, any and all strips or parcels of land adjoining or contiguous to the above described land and owned or claimed by Lessor or his heirs and assigns.

Lessee shall be responsible for any damage to growing crops, trees and buildings which may result from said operations. No well shall be drilled within 500 feet of any house or barn now or hereafter owned by Lessor. Lessee agrees that Lessor shall have the exclusive right to use the land for the purpose and during the term herein set forth. Lessee further agrees that the Lessee as its option may pay and discharge, when satisfied, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may subsume itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

2. Lessor hereby covenants that he is not of an indefeasible fee simple estate in the lands hereinafter described, subject to existing easements, together with all the oil and gas underlying the same, and that he will forever warrant and defend the beneficial estate hereby devised unto the Lessee against the lawful claims and demands of all persons whatsoever, and that Lessee shall have the exclusive full, free and quiet possession of said described premises for the purposes and during the term herein set forth. Lessor further agrees that the Lessee as its option may pay and discharge, when satisfied, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may subsume itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

3. It is agreed that this lease shall remain in force for the term of ten years from the above date and as long thereafter as the above described land, or any portion thereof, or any other land pooled or unitized therewith as provided in paragraph 4 hereof, is operated by the Lessee in the search for or production of oil or gas, or as long as gas is being saved, held in storage, or withdrawn from the premises by Lessee, or as long as this lease is extended by any other provisions contained herein. It is agreed that the continuation of production from wells on the leased premises or upon other lands unitized therewith, after the expiration of the original term, shall not constitute this lease whether the pooling units have been dissolved or not. If the land is used for the storage of gas prior to the plugging and abandonment of wells from which oil or gas has been produced, a well need not be drilled on the premises to produce the storage of gas.

4. Lessee is hereby granted the right to pool and unitize any streams or areas under all or any part of the land described above with any other lease or leases, land or lands, mineral estate, or any of them, whether owned by the Lessee or others, so as to cause one or more drilling or production wells. Such drilling or production wells shall not exceed 640 acres in extent if gas or condensate is produced and 40 acres if oil is produced and shall conform to the rules and regulations of any local governmental authority having jurisdiction in the pool, and with good drilling or production practices in the area in which the land is located. In the event of the unitization of the whole or any part of the land covered by this lease, Lessee shall deliver to the Lessor, a copy of the unit agreement, designation in the County wherein the leased premises are located, and mail a copy thereof to the Lessor. In order to give effect to the known limits of the oil and gas pool, at such time may be determined from available geological or scientific information or drilling operations, Lessee may at any time increase or decrease the portion of the acreage covered by this lease which is included in any drilling or production unit, or exclude it altogether, provided that written notice thereof shall be given to Lessor promptly. As to each drilling or production unit designated by the Lessee, the Lessor agrees to accept and shall receive out of the production or the proceeds from the production from each well, each proportion of the royalties specified herein, on the number of acres out of the lands covered by this lease which may be included from time to time in any such well, based on the total number of acres included in such well. The commencing drilling, completion of a well, whether drilled before or after unitization, on any portion of the unit covered under the terms of this paragraph shall have the same effect upon the term of this lease as if a well were commenced, drilled, completed or producing on the land described herein.

5. In consideration of the premises the Lessee covenants and agrees to pay the following royalties:

(OIL): To deliver to the credit of the Lessor, his heirs or assigns, free of cost, in proportion to which Lessee may consent to wells, a royalty of the actual net eighth (1/8) part of all oil produced and saved from the leased premises, Lessee or its option may pay to the Lessor for each acre eighth royalty the market price for oil of like grade and gravity prevailing on the day each oil is run into the pipeline, or into storage tank.

(GAS): To make the following payment of royalty for or on account of wells producing gas from adiabatic steam not utilized for the storage of gas, namely: To pay a royalty equal to one eighth (1/8) of the value of all gas (except storage gas) produced, stored and marketed, calculated at the price paid at the marketing point by the pipeline transporter.

The time and method of marketing production from any well on the leased premises and the amount thereof that shall be used or marketed within any period of time shall be entirely within the discretion of the Lessee, and this lease shall not lapse pending the marketing or during any interruption of marketing of such production.

If operations for drilling are not commenced on said land, or on acreage pooled therewith as herein provided, on or before 12 months from this date, the lease shall nevertheless be in full force, unless on or before such date Lessee shall pay or tender to Lessor, or to the credit of Lessee, a delay rental in the sum of

\$1.00 per acre per YEAR in advance, beginning 12 months from this date which shall cover the privilege

of deferring commencement of drilling operations for a period of 12 months. In like manner and upon like payments or tenders the commencement of drilling operations may be further deferred for successive periods of 12 months each during the primary term or until a well yielding royalty to the Lessor is drilled.

As full compensation for the storage rights herein granted, and in lieu of all royalty or other payments due or to become due for the right to produce or the production of gas, oil or other hydrocarbon substances produced therefrom from the acreage or areas utilized for gas storage purposes, Lessee agrees to pay Lessor an annual rental of One Dollar (\$1.00) per acre for each acre utilized for each gas storage purpose, in advance, commencing with the date it notifies Lessor that it desires to use any acreage for storage purposes, and for so long thereafter as any such acreage is so utilized. Lessee further agrees to pay Lessor, as liquidated damages for the drilling, operation and maintenance of each well on leased premises which is utilized for storage of gas, as well as for the necessary or useful surface rights and privileges relating thereto, for the entire term of this agreement, the sum of One Hundred Dollars (\$100.00) payable in one sum within three months after each well now existing or hereafter drilled upon leased premises is so utilized. The acreage rights may be exercised in conjunction with other lease in the general vicinity.

Lessee shall have no free of charge for his principal dwelling house up to 200,000 cubic feet per year from any well on leased premises producing gas by making his own connections with the well. The use of said gas is to be at Lessor's sole risk and expense.

6. All payments hereunder may be made direct to Lessor or deposited at his death, or the death of his respective heirs or assigns in Commercial Bank of Washington, Pa.

(Bank) of Washington, Pa. or by check or draft payable to the order of Lessor

Lessors address

Lessee shall be notified in writing of any change in title or ownership in the land to whom, or place where, payments of money are to be made. Failure to pay or error in paying any rental or other payment due hereunder shall not constitute a default on account thereof until Lessee has first given Lessee written notice of the non-payment and Lessee shall have failed for a period of thirty days after receipt of such notice to make payment.

7. If at the expiration of the primary term hereof, there is no production of oil or gas on the leased land, but Lessee is engaged in operations for drilling, reworking, plugging back, or deepening a well thereon, this lease shall remain in force and its term shall continue for so long as such operations, or additional drilling, reworking, plugging back, or deepening operations continue, while such operations are in progress or within thirty days after the cessation thereof, gas production, and if production results therefrom, then this lease shall be extended and shall continue for the term of this lease; production on the leased premises shall cease, this lease shall not terminate, provided that Lessee commences operations for drilling, reworking, plugging back, or deepening a well within 60 days from the cessation, and this lease shall remain in force during the production of such operations or additional drilling, reworking, plugging back, or deepening operations commenced while such operations are in progress or within 30 days after the cessation thereof, and if production results therefrom, then said lease is extended and, so long as production continues.

8. Lessee, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by executing an appropriate instrument of surrender to the Lessor, and thereupon this lease and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon such surrender or on any part or parts of leased premises the record specified above shall be permanently closed and Lessee shall have no further obligation or connection for the existing pipelines or roadways on the lands surrendered for the purpose of continuing operations on the lands retained. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, buildings or other structures placed on said premises, including the right to pull and remove all casing. 9. Said Lessee shall not be required in any event to increase the delay rental, storage pool, or the gas or oil royalty payments hereunder by reason of any royalty or bonus in

508 857

said oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise; and if the Lessor does not have title to all the oil and gas in the leased premises or to the storage rights herein leased, there shall be refunded each part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royalties thereon to be made shall be reduced in the same proportion.

10. In case of notice of, or an adverse claim to the premises, affecting all or any part of the same, storage tanks or royalties, Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and so this and Lessee may file a petition for interpleader.

11. All terms, conditions, limitations and covenants between the parties hereto shall extend to their respective heirs, successors, personal representatives and assigns.

12. This lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by, or if such failure is the result of hindrance by an act of God, strikes, riots, wars, chain actions, any Federal or State laws, executive orders, rules, or regulations, whether valid or invalid, and similar factors beyond Lessee's control. During any period and for ninety (90) days thereafter, this lease is capable of complying with the obligations herein or drill, produce and market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect; however, Lessee will resume paying delay rentals on the first anniversary of the date of occurrence of any of the above recited causes, this lease shall remain in full force and effect.

RECORDED  
2 MAR 2 AM 10 41  
COUNTY OF WASHINGTON  
RECORDER OF DEEDS

IN WITNESS WHEREOF the parties to this agreement have hereunto set their hands and unto the day and year they above signed.

WITNESSES:  
C. E. Mills  
C. E. Mills  
George F. Robinson  
George F. Robinson

John Darcy (SEAL)  
John Darcy  
Cecelia Darcy (SEAL)  
Cecelia Darcy

ACKNOWLEDGMENT

STATE OF .....  
COUNTY OF .....  
On this ..... day of ....., 19...., before me personally came .....  
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that .... he resides at .....  
that he knows .....  
to be the individual ..... described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw said individual ..... execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

ACKNOWLEDGEMENT BY  
SUBSCRIBING WITNESS

My commission expires .....

ACKNOWLEDGMENT

COUNTY OF Washington STATE OF Pennsylvania  
I, Rose A. Behm, a Notary Public, do hereby certify that John Darcy and Cecelia Darcy, husband and wife

personally known to me to be the same persons as who are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the use and purposes therein set forth, and desired the same to be recorded as such.

Given under my hand and seal, this 19th day of November A. D. 19 71  
April 5, 1973

My Commission expires .....

Pennsylvania } S. S.  
Washington Co. }  
Recorded in the office for Recording Deeds & c in and  
for said county in Deed Book 1355 Page 380  
Given under my hand and seal of this said office this  
2nd day of March A.D. 1972  
Oliver P. Behm Recorder

BOOK 1355 PAGE 381

Rose A. Behm  
Notary Public

Oil and Gas Lease No. 1882



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011

## OIL AND GAS LEASE

AGREEMENT, made and entered into this 26th day of January A. D. 1981  
 by and between Andra Lexia, a widow,  
200 West College Street, Canonsburg, Pennsylvania 15317

of \_\_\_\_\_ party of the first part, hereinafter called Lessor (whether one or more),  
 and Independent Exploration Company, 400 South \_\_\_\_\_ party of the second part, hereinafter called Lessee;

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipe lines, erecting tanks, machinery, power and structure, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purpose and to convey the above named products therefrom or thereto by pipe lines or otherwise; said land being situated to Mount Pleasant Township, District \_\_\_\_\_, County of Washington, State of Pennsylvania, and described as follows, to-wit: Bounded on the

NORTH by lands of Emile E. Alexander

EAST by lands of Walter Cooper

SOUTH by lands of Mary Braumariage, William E. Welsh

WEST by lands of S. L. McCalmont

Containing One Hundred Forty & 80/100 (140.80) acres, more or less and being the same land conveyed to Lessor by \_\_\_\_\_ by deed dated \_\_\_\_\_ and recorded in said county records in \_\_\_\_\_ Book No. \_\_\_\_\_ Page \_\_\_\_\_

2. It is agreed that this lease shall remain in force for a primary term of five (5) years from November 20th, 1981 and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor \_\_\_\_\_

the equal one-eighth (1/8th) part of proceeds

for all gas and casing head gas produced and sold from the premises, payable monthly; provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each gas well while, through lack of market, gas therefrom is not sold or used off the premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before November 20th, 1982, unless Lessee pays thereafter a rental of Two Hundred Eighty One & 80/100 for each twelve (12) months that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessee in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All monies coming due hereunder shall be paid or tendered to \_\_\_\_\_ above Lessor

direct, or by check payable to him (or her) order mailed to \_\_\_\_\_ above Lessor's address

and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ten days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof; Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of 1.00 per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to utilize this lease with other leases to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

10. No well may be drilled nearer than 500 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such tax, mortgage or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

374 2019 FEB 202

14a. This lease shall further be subject to the terms and provisions of that certain Letter Agreement dated January 26, 1981 by and between Lessor and Lessee.

15. This lease embodies the entire contract and agreement between Lessor and Lessee, and no warranties, representations, promises or inducements not herein expressed have been made or relied upon by either party. The terms, conditions and stipulations hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

16. It is expressly understood that this lease is subject to any valid existing lease.

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Audre Lewis (SEAL)  
Audre Lewis SS#160-20-2165 (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECORDED

FEB 12 1981 12:09 PM

STATE OF WEST VIRGINIA

COUNTY OF \_\_\_\_\_

WEST VIRGINIA ACKNOWLEDGMENT

To-wit:

OLGA O. WOODWARD  
RECORDER  
WASHINGTON CO., PA

I, \_\_\_\_\_, a Notary Public of said County, do hereby certify that

whose name \_\_\_\_\_ signed to the within writing bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

he \_\_\_\_\_ this day acknowledged the same before me in my said County.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public

My Commission expires \_\_\_\_\_

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF \_\_\_\_\_

To-wit:

I, \_\_\_\_\_, a Notary Public of said County, do hereby certify that

whose name \_\_\_\_\_ signed to the within writing bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

he \_\_\_\_\_ this day acknowledged the same before me in my said County.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public

My Commission expires \_\_\_\_\_

PENNSYLVANIA ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF WASHINGTON

To-wit:

Before me, a Notary Public in and for said county, personally appeared the above named

Audre Lewis, a widow

that he \_\_\_\_\_ did sign the foregoing instrument, and that the same is his free act and deed in testimony

whereof I have hereunto subscribed my name at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

day of February 1981

My Commission expires June 28, 1982

SHIRLEY A. MISENKO, NOTARY PUBLIC  
My Commission Expires June 28, 1982  
Washington, Washington County, PA

Notary Public



Pennsylvania  
Washington Co.

Recorded in the office for Recording Deeds in and  
or said county in Deed Book 2019 Page 201  
Given under my hand and seal of the said office this  
12th day of February A.D. 1981

Olga O. Woodward Recorder

Table Form 100 - Rev.  
(Standard Ohio & W. Va.)

01150

Oil and Gas Lease

# This Indenture

Made the

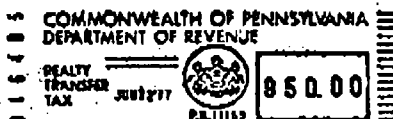
22

day of

June.

19 77

Between CECILIA A. DARCY, unmarried, and PATRICE M. SWIHART and  
CHARLES F. SWIHART, her husband



(hereinafter called "Grantor s") and

JUN 22 1977  
\$ 950.00 LOCAL REALTY TRANSFER TAX PAID

PER

*Oliver P. [Signature]*

REALTY TRANSFER TAX COLLECTOR

FRED J. LEWIS and AUDRE R. LEWIS, his wife, of Canonsburg,  
Washington County, Pennsylvania (hereinafter called "Grantee s"):

Witnesseth, that the said Grantor s in consideration of the sum of ONE DOLLAR (\$1.00),

paid to the Grantor s by the Grantee s do grant, bargain, sell and convey unto the said Grantee s,  
their heirs and assigns,

All that tract or parcel of land situate in Mount Pleasant Township,  
Washington County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone, corner of tract hereby conveyed, land now or formerly of Leaman McCarrell Estate and land now or formerly of J. G. Simpson Estate; thence by land now or formerly of Simpson Estate, South 39° 15' East, 231 feet to a stake; thence South 38° 30' West, 214 feet to a white oak stump; thence South 34° 45' East, 660 feet to land now or formerly of Joseph W. Hervey; thence by same South 31° West, 25 feet to an iron wood tree; thence by same, South 28° 13' East, 607.7 feet; thence South 23° 12' East, 389.2 feet to a post; thence South 01° 44' East, 139 feet; thence South 08° 33' East, 231.7 feet to an iron wood; thence South 23° 04' East, 848 feet; thence South 82° 28' West, 387 feet to an elm; thence North 04° 06' East, 31.6 feet to a post; thence North 80° 43' West, 69.5 feet; thence South 06° 20' West, 53 feet to a white oak; South 24° 45' West, 746 feet to a line on land now or formerly of Miller Heirs land; thence by said Miller Heirs, North 79° 15' West, 153 feet to a hickory; thence by land of said Miller Heirs and land now or formerly of J. F. McDowell Heirs, North 88° 30' West, 1202 feet; thence by land now or formerly of said McDowell Heirs, North 89° 40' West, 709 feet to corner of land now or formerly of Joseph McDowell; thence by land now or formerly of said Joseph McDowell, North 87° West, 220 feet; thence North 77° 13' West, 258 feet to a white oak stump, corner of land now or formerly of Leaman McCarrell Estate; thence by same North 30° 45' East, 4139 feet to the place of Beginning.

CONTAINING 140.77 acres, more or less, according to survey made by William Wylie, dated May 26, 1917.

BEING the same property which George Vartanian and Mary L. Vartanian, his wife, conveyed to John J. Darcy, Jr. and Cecelia A. Darcy, his wife, by deed dated January 16, 1968, and recorded on January 19, 1968, in the Recorder of Deeds Office of Washington County, Pennsylvania, in Deed Book Volume 1271, page 1157. The said John J. Darcy, Jr. conveyed his one-half interest in common in the premises to his daughter, Patrice M. Darcy by deed dated February 13, 1976 and recorded in Deed Book Volume 1661, Page 32 in the Recorder of Deeds Office of Washington County, Pennsylvania. Said Patrice M. Darcy later intermarried with Charles S. Swihart.

TOGETHER with the free and uninterrupted use, liberty and privilege of passing in and along a certain strip of ground 16 feet wide for a private driveway in common with Joseph W. Hervey, his heirs and assigns, the center line of which strip is situate as follows:

BEGINNING at a point at the center of the gate on the western side of the public road leading from Burgettstown to Canonsburg; thence South 72° 30' West, 108.5 feet to a point; thence South 77° 15' West 484.5 feet to a point on line of R. F. Bell Farm, which point is located South 23° 04' East, 408.5 feet from an iron wood on said Bell line.

SUBJECT to the conditions set forth in the original grant to John A. Mgrdichan, et ux., from Joseph W. Hervey, dated January 3, 1921, and recorded in Deed Book 489, page 235.

EXCEPTING AND RESERVING, HOWEVER, the Pittsburgh or River Vein of coal together with mining rights and waivers incident to the removal of same as heretofore granted and conveyed by J. W. Hervey, unmarried, and Nancy W. Hervey, Widow, to Pennsylvania Mining Company by deed dated September 13, 1902, and recorded in Deed Book 285, page 210, and by deed of Joseph Cowden to A. B. Coleman, dated October 12, 1900, and recorded in Deed Book 248, page 220.

ALSO UNDER AND SUBJECT to a right of way for a tower line for the transmission of electric power heretofore granted by John A. Mgrdichan, et ux., et al., to West Penn Power Company by instrument dated March 21, 1941, and recorded in Deed Book 646, page 29, and existing rights of way.

*The actual consideration herein is \$95,000.00*

with the appurtenances: **To Have and To Hold** the same to and for the use of the said Grantee and their heirs and assigns forever. And the Grantor do for their heirs

and assigns hereby covenant and agree that with **WARRANT GENERALLY** the property hereby conveyed.

Excepting, reserving, and subject as aforesaid.

NOTICE—THIS DOCUMENT ~~MAY NOT~~ <sup>DOES NOT</sup> SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL ~~MAY HAVE~~ <sup>HAVE</sup> THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Witness the hand and seal of the said Grantor

Attest:

*C. F. Meyer*

*Cecelia A. Darcy*  
Cecelia A. Darcy  
*Patrice M. Swihart*  
Patrice M. Swihart  
*Charles F. Swihart*  
Charles F. Swihart



**NOTICE** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

*James H. Swihart*  
*Charles F. Swihart*

Commonwealth of Pennsylvania

County of WASHINGTON

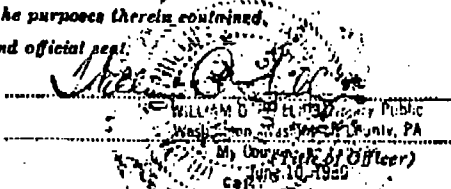
} ss.

On this the 22 day of June, A.D. 1977, before me, a Notary Public, the undersigned officer, personally appeared Cecelia A. Darcy, Patrice M. Swihart, and Charles F. Swihart known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires

June 10, 1980



Commonwealth of Pennsylvania } ss.  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 19\_\_\_\_, before me  
in and for said \_\_\_\_\_

came the above named:

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
before me  
the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the  
person whose name subscribed to the  
within instrument and acknowledged that he  
executed the same for the purposes therein con-  
tained.  
In Witness Whereof, I hereunto set my hand and  
official seal.

and acknowledged the foregoing Indenture to be  
act and deed, to  
the end that it may be recorded as such.

Witness my hand and \_\_\_\_\_ seal.

My Commission Expires \_\_\_\_\_

Title of Officer, \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Certificate of Residence

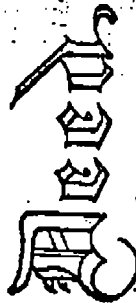
I, \_\_\_\_\_  
precise residence is \_\_\_\_\_

do hereby certify that

Witness my hand this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_

Recorded Number 6355



RECORDED  
JUN 22 11 51  
OCECEIA A. DARCYN, married  
PATRICE M. SWIHART  
WASHINGTON CO. PA.

CECELIA A. DARCYN, married  
PATRICE M. SWIHART  
CHARLES J. SWIHART, her husband

FRED J. LEWIS and  
AUDRE R. LEWIS, his wife

Fee, \$

*Wm. H. Friedman*  
Carl F. Meyer, Esquire  
Meyer, Daryagh, Buckler,  
Bebenek & Eck  
25th Floor, Grant Building  
Pittsburgh, PA 15219  
200 W. City St.  
For Sale by F. O. May, Inc. Law Book Publishers  
400 North Avenue, Pittsburgh, Pa. 15219

Commonwealth of Pennsylvania } ss.  
County of Washington \_\_\_\_\_



Recorded on this 22nd day of June  
A.D. 1977, in the Recorder's office of the said County, in Deed Book,  
Volume 1761, page 340.

Given under my hand and the seal of the said office, the day and year  
aforesaid.

*Oliver P. Woodward*  
Recorder.

# This Deed

Made the 16<sup>th</sup> day of JANUARY in the  
year Nineteen hundred and sixty-eight (1968).  
Between GEORGE VARTANIAN and MARY L. VARTANIAN, his wife, of Detroit,  
Wayne County, Michigan-----

----- grantors, and  
JOHN J. DARCY, JR. and CECELIA A. DARCY, his wife, of Mount Pleasant  
Township, Washington County, Pennsylvania-----

----- grantees ;  
Witnesseth, That in consideration of ONE AND NO/100 (\$1.00) DOLLAR and other  
valuable consideration-----  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor s do hereby  
grant and convey to the said grantees, their heirs and assigns, ALL that tract or  
parcel of land situate in Mount Pleasant Township, Washington County,  
Pennsylvania, bounded and described as follows:

BEGINNING at a stone, corner of tract hereby conveyed, land  
now or formerly of Leaman McCarrell Estate and land now or formerly  
of J. G. Simpson Estate; thence by land now or formerly of Simpson  
Estate, South 39° 15' East 231 feet to a stake; thence South 38° 30' West  
214 feet to a white oak stump; thence South 34° 45' East 660 feet to  
land now or formerly of Joseph W. Hervey; thence by same South 31° West  
25 feet to an iron wood tree; thence by same, South 28° 13' East 607.7  
feet; thence South 23° 12' East 389.2 feet to a post; thence South 01°  
44' East 139 feet; thence South 08° 33' East 231.7 feet to an iron wood;  
thence South 23° 04' East 848 feet; thence South 82° 28' West 387 feet  
to an elm; thence North 04° 06' East 31.6 feet to a post; thence North  
80° 43' West 69.5 feet; thence south 06° 20' West 53 feet to a white oak;

South 24° 45' West 746 feet to a line on land now or formerly of Miller Heirs land; thence by said Miller Heirs, North 79° 15' West 153 feet to a hickory; thence by land of said Miller Heirs and land now or formerly of J. F. McDowell Heirs, North 88° 30' West 1202 feet; thence by land now or formerly of said McDowell Heirs, North 89° 40' West 709 feet to corner of land now or formerly of Joseph McDowell; thence by land now or formerly of said Joseph McDowell, North 87° West 220 feet; thence North 77° 13' West 258 feet to a white oak stump, corner of land now or formerly of Leaman McGarrell Estate; thence by same North 30° 45' East 4139 feet to the place of beginning.

CONTAINING 140.77 Acres, more or less, according to survey made by William Wylie, dated May 26, 1917.

BEING the same as conveyed to the Grantors herein by deed of John A. Mgrdichan et ux. dated August 11, 1959 and recorded in the Recorder's Office for said County in Deed Book 1054 page 627.

TOGETHER with the free and uninterrupted use, liberty and privilege of passing in and along a certain strip of ground 16 feet wide for a private driveway in common with Joseph W. Hervey, his heirs and assigns, the center line of which strip is situate as follows:

BEGINNING at a point at the center of the gate on the Western side of the public road leading from Burgettstown to Canonsburg; thence South 72° 30' West 108.5 feet to a point; thence South 77° 15' West 484.5 feet to a point on line of R. F. Bell Farm, which point is located South 23° 04' East 408.5 feet from an iron wood on said Bell line.

SUBJECT to the conditions set forth in the original grant to John A. Mgrdichan et ux. from Joseph W. Hervey, dated January 3, 1921, and recorded in Deed Book 489 page 235.

EXCEPTING AND RESERVING, HOWEVER, the Pittsburgh or River Vein of coal, together with mining rights and waivers incident to the removal of same as heretofore granted and conveyed by J. W. Hervey, unmarried and Nancy W. Hervey, Widow, to Pennsylvania Mining Company by deed dated September 13, 1902 and recorded in Deed Book 285 page 210 and by deed of Joseph Cowden to A. B. Coleman dated October 12, 1900 and recorded in Deed Book 248 page 220.

ALSO UNDER AND SUBJECT to a right of way for a tower line for the transmission of electric power heretofore granted by John A. Mgrdichan et ux. et al. to West Penn Power Company by instrument dated March 21, 1941, and recorded in Deed Book 646 page 29 and existing rights of way.

THE ACTUAL CONSIDERATION for this conveyance is \$30,000.00.



The following notices are set forth in the manner provided by Section 14 of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", as enacted April 27, 1966.

The Grantor (hereinafter, whether one or more, called "Grantor") does hereby certify that any structure now or hereafter erected on the land herein conveyed (is) (is not) entitled to support from the underlying coal, anything to the contrary contained herein notwithstanding.

ATTEST:

H. Alvin Foster

George Vastanakis  
Mary D. Vastanakis

(If the Grantor has not certified there is such a right of support, the Grantee should note the following:)

**NOTICE** - Grantee (hereinafter, whether one or more, called "Grantee") hereby states that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

ATTEST:

H. E. Davis

John J. Davis Jr.  
Cecilia A. Davis

NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 258, approved September 10, 1965.)

And the said, GEORGE VARTANIAN and MARY L. VARTANIAN, his wife,-----

----- grantors

will warrant Generally the property hereby conveyed.

In Witness Whereof, the said grantors have hereunto set their hands and seal, the day and year first above written.

SEALED AND DELIVERED  
IN PRESENCE OF

*H. Oliver Foster*

*George Vartanian* (SEAL)

*Mary L. Vartanian* (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

JAN 19 1968

300 REALTY TRANSFER TAX PAID

FORT CHERY SCHOOL DISTRICT AND

*Mt Pleasant Twp*

WILSON COUNTY, PA.

PER *H. Oliver Foster*  
REALTY TRANSFER TAX COLLECTOR



MICHIGAN  
State of ~~Michigan~~  
County of Wayne } ss.

On this 16<sup>th</sup> day of January A. D. 19 68, before me a

Notary Public personally appeared the above named

GEORGE VARTANIAN and MARY L. VARTANIAN, his wife,-----

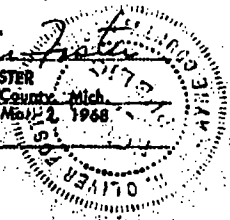
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged the foregoing Deed to be their act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal, the day and year aforesaid.

*H. Oliver Foster*

H. OLIVER FOSTER  
Notary Public, Wayne County, Mich.  
MY Commission Expires May 2, 1968

My Commission Expires



State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_  
A. D. 19\_\_\_\_, before  
me a  
personally appeared the above named

known to me (or satisfactorily proven) to be the  
person whose name \_\_\_\_\_ subscribed to the  
within instrument and acknowledged the foregoing  
Deed to be \_\_\_\_\_ act and deed, and desired  
the same to be recorded as such.

Witness my hand and  
seal, the day and year aforesaid.

My Commission Expires \_\_\_\_\_

State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_  
A. D. 19\_\_\_\_, before  
me a  
personally appeared the above named

known to me (or satisfactorily proven) to be the  
person whose name \_\_\_\_\_ subscribed to the  
within instrument and acknowledged the foregoing  
Deed to be \_\_\_\_\_ act and deed, and desired  
the same to be recorded as such.

Witness my hand and  
seal, the day and year aforesaid.

My Commission Expires \_\_\_\_\_

250

Deed

From

GEORGE VARTANIAN et ux.

to  
JOHN J. DARCY, JR. et ux.  
RECORDED  
JAN 19 1968  
JOHN D. WOODWARD  
RECORDER  
WASHINGTON CO. PA.  
Dated Jan 19 1968  
Recorded, Vol. \_\_\_\_\_

I hereby certify that the precise re-  
ference of the Grantee within named is

RD # \_\_\_\_\_  
Wilkes-Barre 15340  
Frank Carroll

SHERMAN H. SIEGEL, ESQUIRE  
215 Washington Trust Bldg.  
Washington, Pennsylvania

State of Pennsylvania }  
County of Washington } ss.

Recorded on this 19th day January A. D. 19 68

in the Recorder's Office of the said county, in Deed Book, Vol. 1271

Page 1157

Given under my hand and seal of the said office.

John D. Woodward  
Recorder.

BOOK 1271 PAGE 1161

T H I S D E E D

MADE the 11th day of August, in the year  
Nineteen hundred and fifty-nine (1959).

BETWEEN: JOHN A. MGRDICHAN and ANNA B.  
MGRDICHAN, his wife, of Canton Township, Washington County, Pennsylvania,  
grantors,

a  
n  
d

GEORGE VARTANIAN and MARY L. VARTANIAN, his wife, of  
Detroit, Wayne County, Michigan, grantees;

WITNESSETH, That in consideration of ONE and No/100ths  
(\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, the  
said grantors do hereby grant and convey to the said grantees,

ALL that certain tract or parcel of land situate in Mt. Pleasant  
Township, Washington County, Pennsylvania, bounded and described as follows,  
to-wit:

BEGINNING at a stone, corner of tract hereby conveyed, land of Leaman McCarrell Estate and land of J. G. Simpson Estate; thence by land of Simpson Estate, South 39° 15' East 231 feet to a stake; thence South 38° 30' West 214 feet to a white oak stump; thence South 34° 45' East 660 feet to land of Joseph W. Hervey; thence by same South 31° West 25 feet to an iron wood tree; thence by same South 28° 13' East 607.7 feet; thence South 23° 12' East 389.2 feet to a post; thence South 1° 44' East 139 feet; thence South 8° 33' East 231.7 feet to an iron wood; thence South 23° 4' East 848 feet; thence South 82° 28' West 387 feet to an elm; thence North 4° 6' East 31.6 feet to a post; thence North 80° 43' West 69.5 feet; thence South 6° 20' West 53 feet to a white oak; South 24° 45' West 746 feet to a line on Miller Heirs land; thence by said Miller Heirs North 79° 15' West 153 feet to a hickory; thence by land of said Miller Heirs and J. F. McDowell Heirs North 88° 30' West 1202 feet; thence by land of said McDowell Heirs North 89° 40' West 709 feet to corner of land of Joseph McDowell; thence by land of said Joseph McDowell North 87° West 220 feet; thence North 77° 13' West 258 feet to a white oak stump, corner of land of Leaman McCarrell Estate; thence by same North 30° 45' East 4139 feet to the place of beginning.

CONTAINING 140.77 acres according to survey by  
William Wylie, dated May 26, 1917.

There presently are erected upon the above de-

scribed tract of 140.77 acres, a dwelling containing seven rooms and two baths, a dwelling containing four rooms and bath, and various farm buildings.

BEING the same parcel of ground originally conveyed by Robert F. Bell et ux., to John Mgrdichan and Mary E. Mgrdichan, his wife, by deed dated January 5, 1921, and recorded in the office of the Recorder of Deeds in and for Washington County aforesaid, in Deed Book Vol. 489, page 237, this present conveyance being made under and subject to all the exceptions, reservations, conveyances, conditions, etc., as are contained or referred to in the aforementioned deed.

Thereafter, the said John A. Mgrdichan and Mary E. Mgrdichan, his wife, conveyed the above described premises to Charles Mgrdichan and Mary E. Mgrdichan, son and wife respectively of the said John A. Mgrdichan, one of the grantors, by deed dated December 23, 1940, and recorded in Deed Book Vol. 640, page 653.

Thereafter, the said Charles Mgrdichan, unmarried, and Mary E. Mgrdichan, his mother, reconveyed the premises to the said John A. Mgrdichan by deed dated July 1, 1941, and recorded in Deed Book Vol. 647, page 313.

Thereafter, pursuant to proceedings duly had in the Court of Common Pleas of Washington County, Pennsylvania, and filed to No. 359 May Term 1941, A. D., the said John A. Mgrdichan and Mary E. Mgrdichan were divorced by Decree of said Court, dated October 18, 1941, and filed to said number and term. Thereafter, to wit, on January 21, 1952, the said John A. Mgrdichan intermarried with Anna B. Mgrdichan, who joins in this present deed.

The within grantors also give, grant and convey unto the within grantees, their heirs and assigns, the free and uninterrupted use, liberty and privilege of a passage in and along a certain strip of ground 16 feet wide for a private driveway, in common with Joseph W. Hervey, his heirs and assigns, the center line of which strip of ground is situate as follows:

Beginning at a point at the center of the gate on the west side of the public road leading from Burgettstown to Canonsburg; thence South 72° 30' West 108.5 feet to a point; thence South 77° 15' West 484.5 feet to a point on the line of the R. F. Bell farm, which point is located South 23° 4' East, 408.5 feet from an ironwood on said Bell line.

Being the same right of way originally granted by Joseph W. Hervey to John A. Mgrdichan and Mary E. Mgrdichan, his wife, by instrument dated January 3, 1921, and recorded in Deed Book Vol. 489, page 235; and see also deed of Charles Mgrdichan and Mary E. Mgrdichan to John A. Mgrdichan, dated July 1, 1941, and recorded in Deed Book Vol. 647, page 313. The grant and conveyance of this right of way is made subject to the following condition which is set forth in the original grant of the same (Deed Book Vol. 489, page 235 above) as follows:

"This grant is made however on condition that the grantees herein are to maintain perpetually at their own proper expense a suitable gate at each end of the said right of way and also on the further condition that the grantees herein will erect and maintain at their own proper expense a good and sufficient farm fence on both sides of said right of way at any time when the grantor or his assigns may demand it. Failure to maintain said gates or fence when demanded shall work instant forfeiture of this grant. Together with the free ingress and egress to and for the said John A. Mgrdichan and Mary E. Mgrdichan, their heirs and assigns, and their tenants and under tenants, occupiers or possessors of the land now owned by them, known as the R. F. Bell farm, at all times and seasons forever hereafter along and upon said right of way, in common with him the said Joseph W. Hervey, his heirs and assigns, tenants or occupiers of the ground adjacent to the said right of way.

"To have and to hold all and singular the privileges aforesaid to them, the said John A. Mgrdichan and Mary E. Mgrdichan, their heirs and assigns, to the only proper use and behoof of them, the said John A. Mgrdichan and Mary E. Mgrdichan, their heirs and assigns, forever, in common with him, the said Joseph W. Hervey, his heirs and assigns, as aforesaid."

Excepting and reserving, however, from the operation of this conveyance, the Pittsburgh or River vein of coal, together with mining rights and waivers incident to the removal of same, as heretofore granted and conveyed by Joseph W. Hervey, unmarried, and Nancy M. Hervey, widow, to the Pennsylvania

Mining Company, by deed dated September 13, 1902, and recorded in the office of the Recorder of Deeds in and for Washington County aforesaid, in Deed Book Vol. 285, page 210, and by deed of Joseph Cowden to A. B. Coleman, dated October 12, 1900, and recorded in said Recorder's Office in Deed Book Vol. 248, page 220.

This conveyance is also made under and subject to a right of way for a tower line for the transmission of electric power heretofore granted by John A. Mgrdichan et ux. et al. to West Penn Power Company, by instrument dated March 21, 1941, and recorded in the office of the Recorder of Deeds in and for Washington County aforesaid, in Deed Book Vol. 646, page 29.

John A. Mgrdichan, one of the within grantors and sole owner of the within described premises, is the natural father of Mary L. Vartanian, one of the within grantees, and no actual consideration is involved in this present deed of conveyance other than the natural love and affection existing between all of the parties hereto.

NOTICE: THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1, of the Act of July 17, 1957, P. L. 984, No. 431; 52 P.S. 1551).

AND the said JOHN A. MGRDICHAN, one of the within grantors, will warrant generally the property hereby conveyed.

IN WITNESS WHEREOF, the said grantors have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in presence of:

Bessie B. Moore

John A. Mgrdichan (SEAL)  
John A. Mgrdichan

Anna B. Mgrdichan (SEAL)  
Anna B. Mgrdichan

STATE OF PENNSYLVANIA )  
( ss:  
COUNTY OF WASHINGTON )

BOOK 1054 PAGE 631

On this, the 11th day of August, 1959, before  
me, Leslie B. Moore, the undersigned officer, personally  
appeared JOHN A. MGRDICHAN and ANNA B. MGRDICHAN, his wife, known to  
me (or satisfactorily proven) to be the persons whose names are subscribed to the  
within instrument, and acknowledged that they executed the same for the purposes  
therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Leslie B. Moore

Notary Public

My Commission Expires Feb. 9, 1963

Notary Public for the State of Pennsylvania  
My Commission Expires February 9, 1963

JOHN A. MGRDICHAN ET UX.	TO	GEORGE VARPANIAN ET UX.
I hereby certify that the precise residence and post office address of the within named grantees is:		
16581 Mark Twain Detroit, Wayne County Michigan		
<u>Howard O. Stevens</u> (S)		
HOWARD O. STEVENS ATTORNEY AT LAW MELTON BANK BUILDING CANONSBURG, PA.		

RECORDED BY  
D 15 E 35 PM 1959  
JUL 17 2 35 PM 1959  
JOHN D. WOODWARD, RECORDER  
WASHINGTON CO., PENNA.

Pennsylvania } S. S.  
Washington Co. }

Recorded in the office for Recording Deeds &c in and  
for said county in Deed Book 1054 Page 627

Given under my hand and seal of the said office this  
17th day of August A. D. 1959.

John D. Woodward

Recorder



## DEED BOOK No. 489

MADE PRINTING CO. 3740

STATE OF PENNSYLVANIA )  
 ) SS.  
 COUNTY OF ALLEGHENY )

On this 11th day of January, A.D. 1921, before me, a Justice of the Peace in and for the said County and State, personally appeared the above named John A. Mgrdichan and Mary E. Mgrdichan, his wife, and duly acknowledged the foregoing right of way to be their act and deed, to the end that the same might be recorded as such.

WITNESS my hand and Official seal, the day and year aforesaid.

( J. OF P. SEAL )

George B. Cough,

My commission expires First Monday of January, 1922.

Justice of the Peace.

Recorded and compared January 25th., 1921. AUGUST VALENTOUR, Recorder. Per I.B.

ROBERT F. BELL ET UX.

TO

JOHN A. MGRDICHAN ET UX.

THIS INDENTURE, MADE the 5th day of January in the year of our Lord one thousand nine hundred and twenty-one (1921)

BETWEEN ROBERT F. BELL and LINA E. BELL, his wife, of Mt. Pleasant Township, Washington county, Pennsylvania, parties of the first part, and JOHN MGRDICHAN and MARY E. MGRDICHAN,

his wife, of Springdale, Pennsylvania, parties of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations lawful money of the United States of America, unto them well and truly paid by the said parties of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second part, their heirs and assigns,

ALL that tract or parcel of land situate in Mt. Pleasant Township, Washington County, Pennsylvania, bounded and described as follows, to-wit:-

BEGINNING at a stone, corner of tract hereby conveyed, land of Leaman McCarrell Estate and land of J.G. Simpson, Estate, thence by land of Simpson Estate, South 39 degrees, 15' East, 231 feet to a stake; thence South 38 degrees, 30' West, 214 feet to a white oak stump; thence South 34 degrees 45' East 660 feet to land of Joseph W. Harvey; thence by same, South 31 degrees, West, 25 feet to an iron wood tree; thence by same, south 28 degrees 13' East 607.7 feet; thence South 23 degrees 12' East 389.2 feet to a post; thence South 1 degree 44' East 139 feet; thence South 8 degrees 33' East 231.7 feet to an iron wood; thence South 23 degrees 4' East 848 feet; thence South 22 degrees 28' West 387 feet to an elm; thence North 4 degrees 6' East 31.6 feet to a post; thence North 80 degrees 43' West 59.5 feet; thence South 6 degrees 20' West 53 feet to a white oak; South 24 degrees 45' West 746 feet to a line on Miller Heirs land; thence by said Miller Heirs North 79 degrees 15' West 153 feet to a hickory; thence by land of said Miller Heirs and J.F. McDowell Heirs North 88 degrees 30' West 1202 feet; thence by land of said McDowell Heirs North 89 degrees 40' West 709 feet to corner of land of Joseph McDowell; thence by land of said Joseph McDowell North 87 degrees West 220 feet; thence North 77 degrees 13' West 258 feet to a white oak stump, corner of land of Leaman McCarrell Estate; thence by same North 30 degrees 45' East 4139 feet to the place of beginning, containing one hundred forty and seventy-seven hundredths acres ( 140.77 ), according to a survey made by William Wiley, May 26, 1917.

Said tract of land is composed of two tracts of land, the larger of which containing 131.7 acres, Descriptions of same may be found in deed recorded in the Recorder's Office of Washington County, Pa., in Deed Book "U" Vol. 5 page 124.

The other tract of land containing 9.07 acres was conveyed by Nettie M. Cowden to Joseph

## DEED BOOK No. 489

W.Hervey, by deed recorded in the Recorder's Office of Washington County, Pa., Deed Book 385, page 207.

The tract of land herein conveyed was transferred to Robert F.Bell, one of the parties of the first part hereto, by Joseph W.Hervey, by his deed dated June 23rd, 1917, and of record in the Recorder's Office of Washington County, Pa., Deed Book 444, page 636.

Excepting and reserving, however, from this conveyance all the Pittsburgh or River Vein of coal, together with mining rights as heretofore conveyed.

TOGETHER with all and singular the said property, improvements, ways, waters, water courses, rights liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand, whatsoever, of the said parties of the first part, in law, equity or otherwise, of, in and to the same and every part thereof,

TO HAVE AND TO HOLD the said tract of land, subject to the reservations hereinbefore mentioned hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, to and for the only proper use and behoof of the said parties of the second part, their heirs and assigns, forever.

the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, grant and agree to and with the said parties of the second part, their heirs and assigns, that they the said parties of the first part, and their heirs, all and singular, the hereditaments and premises herein above described and granted or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, against them the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, SHALL AND WILL WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have to these presents set their hands and seals, Dated the day and year first above written.

Sealed and Delivered in the Presence of

Margaret Donaldson

Robert F.Bell (SEAL)

J.M.K.Donaldson (\$11.50 I.R.Stamps)

Lina E.Bell (SEAL)

STATE OF PENNSYLVANIA )  
(SS.  
COUNTY OF WASHINGTON )

On this Fifth (5) day of January A.D. 1921, before me, the subscriber, personally came the above named Robert F.Bell and Lina E.Bell, his wife, who in due form of law acknowledged the foregoing Indenture to be their act and deed, and desired that the same might be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.

(NOTARIAL SEAL)

J.M.K.Donaldson (SEAL)

My commission expires Feb. 6 1921.

Notary Public.

Recorded and compared January 25th., 1921. AUGUST VALENTOUR, Recorder. Per I..B..

JOHN HEED  
TO  
WILLIAM PICKETT.

THIS DEED, MADE the sixteenth day of February in the year Nineteen hundred and twenty  
BETWEEN JOHN HEED (unmarried) of Midway, Washington County, Pennsylvania, grantor, and WILLIAM PICKETT OF the Borough of Washington, Washington County, Pennsylvania, grantee;

WITNESSETH, That in consideration of One (\$1.00) Dollars, in hand paid, the receipt whereof

## DEED BOOK No. 444

IN WITNESS WHEREOF, the said parties of the first part to these presents set their hands and seals. Dated the day and year first above written.

Signed, Sealed and Delivered in Presence of us

W. A. Allen

J. F. Kennedy (SEAL)

Sarah E. Kennedy (SEAL)

RECEIVED the day of the date of the above Indenture, of the above named GIACINTA RINCHETTI, the sum of Nine hundred, Dollars, lawful money of the United States, being the consideration money above mentioned in full.

Witness:

J. F. Kennedy

W. A. Allen

Sarah E. Kennedy

COMMONWEALTH OF PENNSYLVANIA )  
(SS.  
COUNTY OF WASHINGTON )

On this 3rd day of August A. D. 1917, before me A Notary Public in and for said State and County came the above named J. F. Kennedy and Sarah E. Kennedy and acknowledged the foregoing Indenture to be their act and deed, and desired the same to be recorded as such.

And the said Sarah E. Kennedy being of full age, and by me examined separate and apart from her said husband, and the contents of the said Indenture being by me first made fully known to her declared that she did voluntarily of her own free will and accord, sign and seal, and as her act and deed, deliver the same without any coercion or compulsion of her said husband.

WITNESS my hand and official seal, the day and year aforesaid.

(NOTARIAL SEAL)

W. A. Allen (SEAL)

My commission expires March 25, 1921.

Notary Public.

Recorded and compared August 24th, 1917. J. C. Sutherland, Recorder. Per. A. M. L.

JOSEPH W. HERVEY

TO

ROBERT F. BELL

THIS DEED, MADE the 23rd day of June, in the year Nineteen hundred and seventeen.

BETWEEN JOSEPH W. HERVEY, (unmarried), of Mount Pleasant Township, Washington County, Pennsylvania, grantor, and ROBERT F. BELL,

of the same place, grantee;

WITNESSETH, That in consideration of One (\$1.00) Dollar and other valuable considerations in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee,

ALL that tract of land situate in Mount Pleasant Township, Washington County, Pennsylvania, bounded and described as follows:-

Beginning at a stone, corner of tract hereby conveyed, land of Leaman McCarrell Estate and land of J. G. Simpson Estate; thence by land of said Simpson Estate, South 39° 15' East, two hundred thirty one (231) feet to a stake; thence South 38° 30' West, two hundred fourteen (214) feet to a white oak stump; South 34° 45' East six hundred sixty (660) feet to other land of said Joseph W. Hervey; thence by same, South 31° West, twenty five (25) feet to an iron wood tree; thence by same, South 28° 13' East, six hundred seven and seven tenths (607.7) feet; South 23° 12' East three hundred eighty nine and two tenths (389.2) feet to a post; South 1° 44' East, one hundred thirty nine (139) feet; South 8° 33' East, two hundred thirty one and seven tenths (231.7) feet to an iron wood; thence South 23° 4' East, eight

## DEED BOOK No. 444

hundred forty eight (848) feet; South 82° 28' West, three hundred eighty seven (387) feet to an elm; North 4° 6' East, thirty one and six tenths (31.6) feet to a post; North 80° 43' West, sixty nine and five tenths (69.5) feet; South 6° 20' West, fifty three (53) feet to a white oak; South 24° 45' West seven hundred forty six (746) feet to line of Miller Heirs; thence by said Miller Heirs, North 79° 15' West, one hundred fifty three (153) feet to a hickory; thence by land of said Miller Heirs and J. F. McDowell, North 88° 30' West, one thousand two hundred and two (1202) feet; thence by land of said McDowell, North 89° 40' West, seven hundred nine (709) feet to corner of land of Joseph McDowell; thence by land of said Joseph McDowell, North 87° West, two hundred twenty (220) feet; North 77° 13' West, two hundred fifty eight (258) feet to a white oak stump, corner of land of Leaman McCarrell Estate; thence by same, North 30° 45' East, four thousand one hundred thirty nine (4139) feet to the place of beginning.

Containing one hundred forty and seventy seven hundredths acres (140.77 Acres), according to a survey made by William Wiley, May 26, 1917.

Said tract of land is composed of two tracts of land, the larger of which containing one hundred thirty one and seven tenths (131.7) acres, was conveyed to James M. Hervey, father of the present grantor, by David McKee and wife, by deed dated October 5, 1853, and recorded in the Recorder's Office of Washington County in Deed Book "U", Vol. 5, page 124.

The said James M. Hervey died intestate on the 12th day of March, 1892, leaving to survive him a widow, Nancy M. Hervey, and two sons, John M. Hervey and Joseph W. Hervey, the present grantor, as his only heirs at law. John M. Hervey died intestate, unmarried and without issue on the 28th. day of April, 1898, and Nancy M. Hervey, widow, died on the 28th. day of December, 1903, intestate, leaving to survive her as her sole and only heir at law, the present grantor, Joseph W. Hervey, who thus, by virtue of the intestate laws, became seized of the entire title to said tract of land.

The other part of said tract of land containing nine and seven hundredths (9.07) acres, was conveyed to Joseph W. Hervey, the present grantor, by Bettie M. Cowden, by deed dated April 1st. 1911, and recorded in the Recorder's Office of Washington County, in Deed Book 385, page 207.

Excepting and reserving, however, from this conveyance all of the Pittsburgh or River vein of coal, together with the mining rights as heretofore conveyed.

And the said Joseph W. Hervey, grantor will warrant generally the property hereby conveyed.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand and seal, the day and year first above written.

Sealed and delivered

in presence of

J M K Donaldson

Joseph W. Hervey (SEAL)

STATE OF PENNSYLVANIA, )  
(SS  
COUNTY OF WASHINGTON. )

On this 23 day of June, A. D. 1917, before me a Notary Public in and for said County and State, came the above named Joseph W. Hervey, and acknowledged the foregoing Deed to be his act and deed, and desired the same to be recorded as such.

Witness my hand and Notarial seal, the day and year aforesaid.

(NOTARIAL SEAL)

J M K Donaldson

My Commission Expires February 6, 1921

Notary Public

Recorded and compared August 24th, 1917. J. C. Sutherland, Recorder. per. A. M. L.

Joining lot No. 1 on the South, lot No. 3 on the North and being lot No. 2 in the E. G. Whitten Plan and being a part of a lot of ground conveyed to E. G. and Carrie L. Whitten by M. W. McClane's Executors May 16, 1902, Deed Book 279 page 152, and being the same lot conveyed to W. D. McCarrell by E. G. Whitten and wife by deed dated May 26, 1902, Deed Book 277 page 370, and by W. D. McCarrell conveyed to the said Lillie E. Adams by deed dated April 23, 1907, Deed Book 351 page 35.

And the said Lillie E. Adams grantor will warrant generally the property hereby conveyed.

IN WITNESS WHEREOF, the said grantor has hereunto set her hand and seal, the day and year first above written.

Sealed and delivered

Lillie E. Adams (Seal)

in presence of

J. C. Bryant

STATE OF PENNSYLVANIA )  
( SS  
COUNTY OF WASHINGTON )

On this First day of April A. D. 1911, before me, a Notary Public came the above named Lillie E. Adams, unmarried, and acknowledged the foregoing deed to be her act and deed, and desired the same to be recorded as such.

Witness my hand and Notarial seal, the day and year aforesaid.

J. C. Bryant

(Notarial Seal)

Notary Public.

My Commission Expires February 21, 1915.

Recorded and compared. April 1, 1911. J. C. Sutherland, Recorder. Per M. M. B.

NETTIE M. COWDEN

TO

JOSEPH W. HERVEY

THIS DEED, Made the First day of April in the year Nineteen hundred and eleven. Between Nettie M. Cowden, widow of John M. Cowden, deceased, of Mount Pleasant Township, Washington County, Pennsylvania, party of the first part, hereinafter called grantor, and Joseph W.

Hervey, of the Township, County and State aforesaid, party of the second part, hereinafter called grantee;

WITNESSETH, That in consideration of Twenty thousand eight hundred and eighty (20,880.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee,

ALL that certain tract of land (except the Pittsburgh or River Vein of Coal thereunder) situate in Mount Pleasant Township, Washington County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a White Oak by lands of William Simpson, thence by same South 31° West 86.8 perches to an Ironwood; thence by lands of James Hervey Heirs, South 47 1/2° East 7.3 perches to a stake; thence South 12° East 99 perches to a stake; thence South 4 1/4°

West 25 perches to a White Oak; thence South 24 1/4° West 43.5 perches to a stake; thence by land of Andrew Miller's Heirs, South 46 1/2° East 115.16 perches to a stake; thence by W. M. Rea, North 50 3/4° East 118 perches to a stone; thence North 9 3/4° East 96.7 perches to a stake; thence by land of Wm. Peacock, North 81 1/4° West 44 perches to a stake; thence North 35° West 31 perches to a stump; thence by lands of widow Carlisle, North 12° East 66.6 perches to a stone; thence by lands of \_\_\_\_\_ McBurney, North 19 1/4° West 58.36 perches to a stone; thence by lands of Wm. Simpson, South 89° West 85.5 perches to a White Oak, the place of beginning.

CONTAINING 261 Acres according to Survey thereof made by A. S. Eagleson, February 1st, 1894.

Excepting and reserving therefrom and thereout the Pittsburgh or River Vein of Coal thereunder, and the mining rights and privileges appurtenant thereto, which were conveyed by Joseph Cowden to A. B. Coleman, by deed dated October 12, 1900, recorded in the Recorder's Office for said Washington County, in Deed Book No. 248, at page 220.

Being the same tract of land which was devised to the said Nettie M. Cowden by the last will and testament of her deceased husband, John M. Cowden, by will dated November 9, 1909, duly proven and of record in the Register's Office for said County, in Will Book No. 24, page 401; and the same tract of land which was devised to the said John M. Cowden by the will of his deceased father, Joseph Cowden, by will dated December 8, 1905, recorded in said Register's Office, in Will Book No. 23, at page 522.

And the said Nettie M. Cowden, grantor will warrant generally the property hereby conveyed.

IN WITNESS WHEREOF, the said grantor has hereunto set her hand and seal, the day and year first above written.

Sealed and delivered

Nettie M. Cowden (Seal)

in presence of

Minnie A. Leonard.

STATE OF PENNSYLVANIA)  
( SS  
COUNTY OF WASHINGTON)

On this First day of April A. D. 1911, before me, a Notary Public, in and for said County and State, came the above named Nettie M. Cowden, and acknowledged the foregoing deed to be her act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal, the day and year aforesaid.

Minnie A. Leonard

(Notarial Seal)

Notary Public.

My Commission Expires April 29<sup>th</sup>, 1913.

Recorded and compared. April 1, 1911. J. C. Sutherland, Recorder. Per M. M. B.

WILLIAM A. MANSFIELD ET UX.

TO

W. M. HARTLEY

THIS DEED, Made the 31 day of March in the year  
Nineteen hundred and eleven. (1911). Between  
William A. Mansfield and Amy G. Mansfield his

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The accumulation of smaller tracts of land, the sum total acreage of which are required for a governmental agency to grant a well permit or assign a production quota or allowable to an operator.

See: communitization, unitization